



CITY OF MORGAN HILL

Regular Meeting Agenda

Planning Commission

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

Tuesday, February 13, 2018 7:00 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Pursuant to Government Code Section 54954.2

PLEDGE OF ALLEGIANCE

OPEN PUBLIC COMMENT PERIOD

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

ORDERS OF THE DAY

CONSENT AGENDA

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

1. APPROVE THE DECEMBER 12, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

2. APPROVE THE JANUARY 9, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

PUBLIC HEARINGS

3. ZA2017-0010, DA2017-0006: MONTEREY-UHC- AMENDMENT TO EXISTING PD AND CONSIDERATION OF A DEVELOPMENT AGREEMENT FOR PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBERS 817-36-032 AND 817-36-033 LOCATED AT 16800-16840 MONTEREY ROAD.

Recommendation:

1. Adopt a Resolution recommending the City Council approve Zoning Amendment ZA2017-0010; and
2. Adopt a Resolution recommending the City Council approve Development Agreement DA2017-0006

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA)

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



Sustainable Morgan Hill Vision

Morgan Hill is a socially responsible, environmentally conscious, and economically sound community that embraces inclusiveness with participation by all.

CITY COUNCIL ONGOING PRIORITIES

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility ·
Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture ·
Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage

2017 STRATEGIC PRIORITIES

High Speed Rail

Inclusiveness

Infrastructure

Regional Initiatives

Telecommunications

2017 STRATEGIC PRIORITIES:



High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.



Inclusiveness

We will celebrate the diversity, history, and culture of our community. Through City Council workshops, community meetings, and researching successes in other communities, the City will listen to and collaborate with the community to define how inclusiveness will be further woven into our community's fabric and to increase public participation. The City's communications, services, public spaces, and projects will embrace all community members as partners, advancing our vision of being a socially responsible community.



Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs initially by updating its 2014 infrastructure study to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for the Santa Teresa extension and road maintenance. We will continue to work closely with our community to inform them of the needs and engage them to find an affordable and sustainable solution.



Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.



Telecommunications

The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.

DRAFT



Meeting Minutes Planning Commission

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

Tuesday, December 12, 2017 7:00 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

CALL TO ORDER

Chair McKay called the meeting to order at 7:00 p.m.

ROLL CALL ATTENDANCE

Chair McKay noted for the record Vice Chairman Downey and Commissioner Martinez Beltran are absent.

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

DECLARATION OF POSTING AGENDA

Minutes Clerk Luna declared the posting of the Agenda.

PLEDGE OF ALLEGIANCE

OPEN PUBLIC COMMENT PERIOD

Chair McKay opened the public comment period.

Hearing no requests to speak, the public comment period was closed.

ORDERS OF THE DAY

No changes made.

CONTINUED PUBLIC HEARINGS

1. **UP2017-0013 LIGHTPOST- BIG OAK RANCH: CONDITIONAL USE PERMIT TO ALLOW WINE TASTING IN CONJUNCTION WITH THE ON-SITE PRODUCTION OF WINE WITHIN AN EXISTING INDUSTRIAL BUILDING, IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-33-027, LOCATED ON THE EASTERLY TERMINUS OF LIGHTPOST WAY**

Recommendation:

1. Open/close the public hearing; and,
2. Adopt a Resolution approving a Conditional Use Permit allowing wine tasting within an existing industrial building at the requested site.

Community Development Direct Jennifer Carman presented the report

Chair McKay opened the public hearing.

Hearing no requests to speak, the public hearing was closed.

MOTION

RESULT:	CONTINUED TO A DATE UNCERTAIN [UNANIMOUS]
MOVER:	Joseph Mueller, Planning Commissioner
SECONDER:	Juan Miguel Munoz Morris, Planning Commissioner
AYES:	McKay, Mueller, Tanda, Habib, Munoz Morris
ABSENT:	Downey, Martinez Beltran

OTHER BUSINESS

2. **ZA2016-0006: ZONING CODE UPDATE - PRIORITIZE JOINT CC/PC STUDY SESSION TOPICS**

Recommendation:

1. Review, discuss, and provide feedback on the list of topics and related questions for the January 17, 2018 Joint City Council/Planning Commission Zoning Code Update Study Session.

Interim Principal John Baty presented the staff report.

The Planning Commission reviewed, discussed, and provided feedback on a prioritized list of topics the Commission would like to discuss with the City Council at their upcoming Study Session.

Chair McKay opened the public comment period.

Elizabeth Frank was called to speak.

Hearing no further requests to speak, the comment period was closed.

RESULT: NO ACTION TAKEN

3. ECONOMIC BLUEPRINT QUESTIONS AND DISCUSSION: OVERVIEW AND UPDATE ON CURRENT AND FUTURE EFFORTS

Recommendation:

1. Economic Development Director to provide the Planning Commission with information regarding the Economic Blueprint.

John McKay called for a recess at 8:28 p.m.

The meeting was reconvened at 8:33 p.m.

Economic Development Director Edith Ramirez presented the staff report.

The Planning Commission reviewed discussed, and provided feedback on ways to improve Morgan Hill's Draft Zoning Code to better align with the Economic Blueprint.

RESULT: NO ACTION TAKEN

4. CONSIDERATION OF COMMISSION REFERRAL

Recommendation:

1. Discuss and consider Planning Commissioner request

Commissioner Tanda presented the staff report.

Chair McKay opened a public comment period.

Elizabeth Frank was called to speak.

Hearing no further requests, the public comment period was closed.

The Planning Commission made a referral to staff to evaluate the available vacant land within the City's existing urban service area.

RESULT: NO ACTION TAKEN

5. COMMISSIONER REFERRAL PROCESS

Recommendation:

1. Discuss and consider Planning Commissioner referrals

Commissioner Tanda presented the staff report.

The Planning Commission discussed the referral process.

RESULT: NO ACTION TAKEN

ANNOUNCEMENTS

The Applicant for the UP2017-0013: Lightpost - Big Oak Ranch requested to be placed on the January 9, 2018 Planning Commission Agenda. This item will be re-noticed and the packet will be published before the Holiday.

The next regular scheduled Planning Commission meeting on December 26, 2017 has been cancelled.

ADJOURNMENT

There being no further business, Chair McKay adjourned the meeting at 10:29 p.m.

MINUTES PREPARED BY:

Jenna Luna, Minutes Clerk

Minutes Acceptance: Minutes of Dec 12, 2017 7:00 PM (CONSENT AGENDA)

DRAFT



Meeting Minutes Planning Commission

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

Tuesday, January 9, 2018 7:00 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

CALL TO ORDER

Chair McKay called the meeting to order at 7:00 p.m.

ROLL CALL ATTENDANCE

Minutes Clerk Luna called the roll.

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

DECLARATION OF POSTING AGENDA

Minutes Clerk Luna declared the posting of the agenda.

PLEDGE OF ALLEGIANCE

OPEN PUBLIC COMMENT PERIOD

Chair McKay opened the public comment period.

Hearing no requests to speak, the public comment was closed.

ORDERS OF THE DAY

No changes made.

CONSENT AGENDA

MOTION

Motion to approve consent calendar meeting minutes of October 10, 2017 and November 14, 2017. The October 24, 2017 meeting minutes were pulled for discussion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Juan Miguel Munoz Morris, Planning Commissioner
SECONDER:	Liam Downey, Vice Chairman
AYES:	McKay, Downey, Mueller, Martinez Beltran, Habib, Munoz Morris
ABSENT:	Tanda

APPROVE THE OCTOBER 10, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

APPROVE THE OCTOBER 24, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

This item was pulled for discussion.

APPROVE THE NOVEMBER 14, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

ITEMS PULLED FOR DISCUSSION

APPROVE THE OCTOBER 24, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

Chair McKay abstained due to his absence from this meeting.

RESULT:	ACCEPTED [5 TO 0]
MOVER:	Joseph Mueller, Planning Commissioner
SECONDER:	Juan Miguel Munoz Morris, Planning Commissioner
AYES:	Downey, Mueller, Martinez Beltran, Habib, Munoz Morris
ABSTAIN:	McKay
ABSENT:	Tanda

PUBLIC HEARINGS

1. DA2017-0007: VINEYARD-HEALTHWORKS BAKING COMPANY: AN INDUSTRIAL DEVELOPMENT AGREEMENT FOR 1.44 ACRES AT 240 VINEYARD COURT IDENTIFIED BY ASSESSOR PARCEL NUMBER 817-05-067

Recommendation:

1. No Action necessary. Application withdrawn.

RESULT:	PULLED
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2. UP2017-0016: VINEYARD-HEALTHWORKS BAKING CO: CONDITIONAL USE PERMIT TO ALLOW A COMMERCIAL BAKERY AND DELI ON PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBER 817-05-067 LOCATED ON THE SOUTHWEST CORNER OF VINEYARD COURT AND VINEYARD BOULEVARD.

Recommendation:

1. Open/close public hearing; and,
2. Adopt a Resolution approving a Conditional Use Permit for a commercial bakery and deli use.

Associate Planner Joey Dinh presented the staff report.

Chair McKay opened the public hearing at 7:18 p.m.

Mike Shrum was called to speak.

Hearing no further requests to speak, the comment period was closed.

MOTION

Motion to adopt the resolution as amended to include a statement of operations that would limit the use of forklifts between the hours of 3 a.m. and 6:00 a.m. and restrict deliveries before 6:00 a.m. to the greatest extent practical.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Yvonne Martinez Beltran, Planning Commissioner
SECONDER: Juan Miguel Munoz Morris, Planning Commissioner
AYES: McKay, Downey, Mueller, Martinez Beltran, Habib, Munoz Morris
ABSENT: Tanda

3. AAE2017-0041: DEPOT-RAKITIN: AMENDMENT TO A CONDITIONAL USE PERMIT TO ALLOW RUNNING SHOP AND HOPS TO EXPAND THE EXISTING TAP ROOM AND BAR FOR THE ON-SITE SALE OF ALCOHOLIC BEVERAGES IN CONJUNCTION WITH EXISTING RETAIL USES. THE PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-14-071, IS LOCATED ON THE NORTHEAST CORNER OF DEPOT STREET AND EAST FIRST STREET.

Recommendation:

1. Open/close public hearing; and,
2. Adopt a Resolution amending the Conditional Use Permit for Running Shop and Hops to expand the square footage of the existing tap room.

Chair McKay called a recess at 7:55 p.m.
The meeting was reconvened at 8:05 p.m.

Chair McKay recused himself and left the dais.

Community Development Director Jennifer Carman presented the staff report.

Vice Chair Downey opened the public hearing at 8:23 p.m.
Paul Rakitin was called to speak.
Hearing no further requests to speak, the comment period was closed.

MOTION

Motion to adopt a resolution amending the Conditional Use Permit to state the maximum square footage with no specific restriction on the amount of retail square footage.

RESULT: ADOPTED [5 TO 0]
MOVER: Joseph Mueller, Planning Commissioner
SECONDER: Juan Miguel Munoz Morris, Planning Commissioner
AYES: Downey, Mueller, Martinez Beltran, Habib, Munoz Morris
ABSENT: Tanda
RECUSED: McKay

4. UP2017-0013 LIGHTPOST- BIG OAK RANCH: CONDITIONAL USE PERMIT TO ALLOW WINE TASTING IN CONJUNCTION WITH THE ON-SITE PRODUCTION OF WINE WITHIN AN EXISTING INDUSTRIAL BUILDING, IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-33-027, LOCATED ON THE EASTERLY TERMINUS OF LIGHTPOST WAY

Recommendation:

1. Open/close the public hearing; and,
2. Adopt a Resolution approving a Conditional Use Permit allowing wine tasting within an existing industrial building at the requested site.

Vice Chair Downey called for a recess at 8:40 p.m.

The meeting was reconvened at 8:42 p.m.

Chair McKay resumed the meeting at 8:42 p.m.

Interim Principle Planner Gina Paolini presented the staff report.

Chair McKay opened the public hearing.

Sofia Fedotore was called to speak.

Joshua Friedmann was called to speak.

Hearing no further requests to speak, the public comment period was closed.

Chair McKay called for a recess at 9:48 p.m.

The meeting was reconvened at 10:01 p.m.

Chair McKay called for a recess on this item and move to agenda item #5.

This item resumed at 11:06

Chair McKay re-opened the public comment.

Joe Alderese was called to speak.

Hearing no further requests to speak, the public hearing was closed.

MOTION

Motion to adopt the resolution to approve a Conditional Use Permit allowing wine tasting within an existing industrial building.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Juan Miguel Munoz Morris, Planning Commissioner
SECONDER:	Liam Downey, Vice Chairman
AYES:	McKay, Downey, Mueller, Martinez Beltran, Habib, Munoz Morris
ABSENT:	Tanda

OTHER BUSINESS

5. ZA2016-0006: ZONING CODE UPDATE - JOINT CITY COUNCIL / PLANNING COMMISSION STUDY SESSION - PRESENTATION REVIEW

Recommendation:

Review and provide feedback on the presentation for the January 17, 2018 Joint City Council / Planning Commission Study Session on the Zoning Code Update

Interim Principal Planner John Baty presented the staff report.

RESULT:	NO ACTION TAKEN
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ANNOUNCEMENTS

Second meeting in January may be cancelled.

ADJOURNMENT

There being no further business, Chair McKay adjourned the meeting at 11:33 p.m.

MINUTES PREPARED BY:

Jenna Luna, Minutes Clerk

Minutes Acceptance: Minutes of Jan 9, 2018 7:00 PM (CONSENT AGENDA)



PLANNING COMMISSION STAFF REPORT

MEETING DATE: February 13, 2018

PREPARED BY: Sheldon AhSing, Contract Planner

APPROVED BY: Jennifer Carman, Community Development Director

ZA2017-0010, DA2017-0006: MONTEREY-UHC- AMENDMENT TO EXISTING PD AND CONSIDERATION OF A DEVELOPMENT AGREEMENT FOR PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBERS 817-36-032 AND 817-36-033 LOCATED AT 16800-16840 MONTEREY ROAD.

RECOMMENDATION(S)

1. Adopt a Resolution recommending the City Council approve Zoning Amendment ZA2017-0010; and
2. Adopt a Resolution recommending the City Council approve Development Agreement DA2017-0006

POLICY CONSIDERATIONS

1. Is the PD amendment consistent with the General Plan and Zoning Code?
2. Is the Development Agreement consistent with the required findings?

LOCATION MAP



PROJECT SUMMARY

1. Location: 16800-16840 Monterey Road
APN's 817-36-032 and 817-36-033
2. Site Area: 1.62 Acres
3. General Plan: Mixed-Use
4. Zoning: Central Commercial /Residential District (CC-R) PD

BACKGROUND:

The City Council adopted Resolution No. 5951 and Ordinance No. 1740 on December 19, 2005, approving General Plan and Zoning amendments for a three-block area comprised of 29 parcels totaling 13.25 acres, which included the subject property. The General Plan land use on all 29 parcels was changed to Mixed Use and zoning to the CC-R zone district.

The City Council adopted Ordinance No. 1786 on July 26, 2006 approving a Planned Development (PD) and Precise Development Plan for the 3.5-acre project site that included:

- 12 single-family attached units
- 2 single-family detached units
- Mixed-use development with 30 multi-family units and 11,200 square feet of ground floor commercial

The City Council adopted Ordinance No. 1848 on September 19, 2007, amending the Precise Development Plan established for the 3.5-acre site. The revisions included:

- Increasing mixed-use units from 30 to 32
- Layout changes incorporating 16 townhouses and 16 flats above ground floor commercial

The single-family component of the project has been constructed, leaving 1.62-acres vacant.

Urban Housing Communities, LLC (UHC), an affordable housing developer has been in the process of moving forward with a 100 percent affordable housing development project at the site since 2015. The City Council adopted Resolution No. 15-050 on March 4, 2015, reaffirming the award of seven, Fiscal Year 2016-2017 residential allotments for the project site. On January 12, 2016, the Planning Commission adopted Resolution No. 16-02 awarding the project an additional 32, Fiscal Year 2017-2018 residential allotments for full project buildout. Extensions have been granted to all the project allotments, with a commencement of construction deadline of December 30, 2018.

On November 30, 2017, UHC submitted Zoning Amendment and Development

Agreement applications to the City.

PROJECT DESCRIPTION:

UHC proposes an amendment to the adopted PD to include an affordable housing project with 39 dwelling units in a three-story building. The project includes surface parking and carport parking (tucked-under the building). A 1,457 square foot community room/office area is located on the ground floor and a tot-lot recreation area is proposed on-site. Access to the site is provided via Monterey Road and indirectly from Bisceglia Avenue through an existing driveway from the adjacent property to the rear. Detailed project plans have been provided (Attachment 3).

The application includes the following requests:

- Zoning Amendment to revise the Precise Development Plan for the PD;
- Development Agreement to memorialize RDCS public benefit commitments;
- Density Bonus of 20%;
- Concessions to deviate from the front setback, height, and parking requirements;
- Site and Architectural Review to follow the City Council action; and
- Environmental Assessment to provide the California Environmental Quality Act (CEQA) determination to carry out the project.

Site Description

The project site includes two parcels (APN's: 817-36-032 and 817-36-033) developed with three small commercial buildings. The site has frontage along Monterey Road and Bisceglia Avenue.

Surrounding Zoning/Land Use

North:	CC-R/Small commercial businesses
South:	CL-R/Small commercial businesses
East:	CC-R-PD/Single-family residences
West:	CG/Small commercial businesses and vacant land

ANALYSIS:

This request is submitted pursuant to the following:

- Chapter 18.62, Amendments, of the Morgan Hill Municipal Code and Chapter 18.30, PD Planned Development Overlay District;
- Chapter 18.47, Affordable Housing Bonuses and Other Incentives; and
- Chapter 18.80, Development Agreements.
- Government Code Section 65915

All the requests were analyzed with respect to consistency with 1) General Plan; 2) Zoning Code; 3) Findings; and 4) California Environmental Quality Act.

1. General Plan

The site has a land use designation of Mixed Use. This designation applies to the majority of the parcels in and around the core of the Downtown area, especially parcels along Monterey Road and all the parcels between Monterey Road and Depot Street. It is intended to encourage a mixture of retail uses and residences. Consistent with the adopted Downtown Specific Plan, the Mixed-Use designation generally allows a density between 8 to 20 units per net acre.

The following General Plan goals and policies are applicable to the project:

City and Neighborhood Form Element

Policy CNF-2.1 Orderly Development. Promote the orderly development of the City, with concentric growth and infill of existing developed areas.

Policy CNF-2.2 A Balanced Community. Plan for the needs of all socio-economic segments of the community, encouraging a balance and match in jobs and housing within the City.

Policy CNF-3.10 Multi-Family Housing. Maintain an adequate supply of allotments available for multi-family and affordable housing consistent with the City's adopted Housing Element.

Policy CNF-8.8 Blighted Buildings. Rehabilitate or replace run- down, blighted buildings and development, including trailer courts.

GOAL CNF-10 A variety of housing types and densities available to all residents.

Policy CNF-10.3 Adequate Supply of Multi-Family Housing. Provide for an adequate supply of multi-family housing, located convenient to shopping, services, and transportation routes.

Policy CNF-10.6 Density Near Infrastructure. Encourage higher residential densities at locations where convenient access and adequate infrastructure is readily available.

GOAL CNF-11 High quality, aesthetically pleasing, livable, sustainable, well-planned residential neighborhoods, well-connected to neighborhood services.

Policy CNF-11.2 Well-Designed Residential Neighborhoods. Design residential neighborhoods so they are distinct and buffered from conflicting nonresidential uses.

Housing Element

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

Policy HE-1k: Density Bonuses and Other Incentives. Continue to provide density bonuses and other incentives consistent with State law and Chapter 18.47 of the Zoning Code for those projects committing to provide appropriate amounts of below market rate units, including extremely low-income units. Other incentives may include: (a) exceptions to design and development standards on a case by case basis that reduce the cost of producing housing units without sacrificing the objectives for which these standards were adopted; (b) payment of fees from former Redevelopment Agency tax increment housing set-aside funds and other appropriate funding sources; (c) priority permit processing to ensure that project funding is not jeopardized; and, (d) assistance in accessing funding by applying to, or supporting applications to, State, federal, and private agencies.

Consistency

The land use designation contemplates a mix of commercial and residential uses. The primary uses in the surrounding area include small business commercial and residential. The project would introduce an additional multi-family affordable housing project to the area similar to other smaller multi-family housing in the immediate vicinity. Available infrastructure is located adjacent to the project site including wet and dry utilities. The project's architecture will be evaluated during the Site and Architectural review process.

The project proposes 39 units on 1.62 acres which translates to 24 dwelling units per net acre. This is an allowed density with the affordable housing density bonus applied to the site. Pursuant to Chapter 18.47 of the Morgan Hill Municipal Code and Section 65915 of the California Government Code, the project is entitled to receive a density bonus in compliance with the following:

City of Morgan Hill Municipal Code: §18.47.020 - Density bonuses.

- A. Residential development projects that comply with this chapter may request a density bonus. The City Council, upon request, may approve an increase in the number of units permitted in a proposed residential development project provided that the increase in density is consistent with the state density bonus law as set forth in Section 65915 of the California Government Code as amended. (*§ 65915 of the California Government Code allows up to a 35 percent density bonus if 40 percent or more of a project's units are affordable.*)
- B. Density bonuses of up to twenty-five percent may also be granted for the inclusion of designated amenities as provided for under [Chapter 18.30](#) of this code.

State law allows a developer to increase the density of housing units (up to 35 percent) in a project; take advantage of reduced parking requirements; and, receive concessions, or deviations from the development standards to help off-set the cost of providing affordable units. The amount of concessions a project is entitled to is dependent on the percentage and restricted income level of the affordable units provided. The project would provide low to extremely low levels of affordability (a mix between 30 to 60 percent of the area median income level). The applicant is proposing a 20 percent density bonus and providing needed below market rate housing within the City. There would be no conflict with any applicable General Plan policy with the proposed project.

2. Zoning Code

UHC is requesting a PD amendment. The request to amend the PD shall follow the same procedures as established for zoning amendments, as defined and described in Chapter 18.62, and any conceptual planned development master plan and/or PD plan shall be found consistent with the findings established in Section 18.30.50 of the Morgan Hill Municipal Code.

The applicant is entitled to amend the adopted Precise Development Plan for the PD and reconcile the differences between the previous “mixed-use” project and the proposed affordable multi-family residential project.

As demonstrated in Table 1, with the implementation of Government Code Section 65915 established for affordable housing development seeking density bonus, the project would meet the requirements of the zoning code with concessions for the front setback, building height and parking standards.

Table 1
Project Summary

Standard (CC-R)	Requirement	Proposed	Consistent
Density	20 DU/AC max	24 DU/AC	Density Bonus
Minimum Lot Size:	6,000 square feet	70,731 square feet (combined)	Yes
Setbacks:			
Front	25 feet	20 feet	Concession
Rear	20 feet	30 Feet	Yes
Side	5 feet	56 Feet	Yes
Street-side	15 feet	22 Feet	Yes
Height	35 feet / 45 feet with 10 feet devoted to roof element	42 feet at towers; 35 feet for other roof elements	Concession
Parking:			

Standard (CC-R)	Requirement	Proposed	Consistent
(Morgan Hill)			
1.5 spaces (1 bedroom)	6 units x 1.5 = 9 spaces		
2 spaces (2 bedroom)	18 units x 2 = 36 spaces		
2.5 spaces (3 bedroom)	15 units x 2.5 = 38 spaces		
Guest parking 1 space/3 d/u	39 units/3=13 spaces		
Total:	96 spaces		
Parking: (State Law)			
1 space (1 bedroom)	6 units x 1= 6 spaces		
2 spaces (2 & 3 bedroom)	33 units x 2 = 66 spaces		
Guest parking	0		
Total:	72 spaces	75 spaces (39 covered)	Concession

Concessions

A project that requests a density bonus may also request concessions and incentives in accordance with Government Code Section 65915. These concessions are intended to allow a reduction in site development standards or modifications of zoning and architectural requirements such as setbacks, increase in height limits that result in “identifiable, financially sufficient, and actual cost reductions”.

For projects that include at least 30 percent of the total units for lower income households, at least 15 percent for very low-income households, or at least 30 percent for person and families of moderate income in a condominium or Planned Development, the project would be entitled to three incentives or concessions. The proposed project is providing 17.95 percent of the units for extremely low-income households, 61.55 percent to very low income and 20.5 percent to low income households. Therefore, the project is entitled three concessions.

A detailed letter from UHC Communities providing justification for the concessions has been provided (Attachment 4). The applicant requests three concessions:

1. Front setback
2. Height
3. Parking

Front Setback

The closest portion of the building along Monterey Road is 20 feet from the property line. This is attributed to the patio over the community room/lobby area on the ground floor and other balconies. The building façade fluctuates between 22 feet and greater than 25 feet to provide some visual interest.

The applicant states that the reduced setback concession allows for the project to provide six additional units and the necessary parking spaces to make the project function and be financially economical. Development of 39 units instead of 33 units provides a better economy of scale for both the per unit development and operational costs. Furthermore, the reduced setback when combined with the minimum drive aisle and parking lot design allows the project to fulfill its parking needs on-site and not impact the surrounding neighborhood.

Height

The height limit for the zoning district is 35 feet, three-stories or 45 feet with a minimum of ten feet devoted to a roof element on a three-story structure. The project proposes a three-story building at 35 feet with some tower elements at 42 feet.

The applicant states that the design of the building addresses comments made during the RDCS process. The roof design is less expensive to construct, and those cost savings can be put back into the project. The project design includes a roof well that houses the air conditioning condenser units for the project and this design reduces overall noise rather than placing the equipment on the ground.

Parking

The multi-family residential project is required to provide 96 parking spaces based on Morgan Hill standards. The project is providing 75 parking spaces. The proposal includes 39 covered spaces, 36 uncovered visitor or unassigned spaces, which would include four accessible spaces. The plan incorporates three future electric vehicle charging spaces.

Section 65915 of the California Government Code (p)(1), states the City shall not require a vehicular parking ratio, inclusive of handicapped and guest parking, of a development meeting certain criteria, that exceeds the following ratios:

- (A) Zero to one bedroom: one onsite parking space
- (B) Two to three bedrooms: two onsite parking spaces
- (C) Four and more bedrooms: two and one-half parking spaces.

These provisions support the production of affordable housing by reducing the parking ratios for certain circumstances to not exceed 0.5 spaces per bedroom for developments that include the maximum percentage of low- or very low-income units and have unobstructed access to a major transit stop. These provisions apply to the proposed project and prohibit the City from requiring the project to build more than 0.5 spaces per unit (if the development is offering 100 percent affordable rental units). The

project is located within one-half mile of a major transit stop. This legislation facilitates the supply of affordable housing while also promoting sustainable modes of transportation.

The project provides 75 parking spaces, of which 39 are covered. As an affordable housing project, it can reasonably be expected that the residents may have a lower rate of personal vehicle ownership. The proximity of the site to local and regional transit also offers the opportunity to rely on public transportation. The project is transit-oriented by design. Pedestrian, bicycle and transit facilities are expected to adequately serve the proposed project.

To reject the concessions, the City must find, based on substantial evidence, that the applicant has not made the thresholds established in state law—that they do not result in identifiable, financially sufficient, and actual cost reductions to provide affordable housing; they would have specific, adverse impacts (as defined) upon public health and safety or the physical environment; or they would be contrary to state or federal law. Staff has not identified evidence that any of these findings could be made.

Alternatively, State law allows for the applicant to request a waiver or modification of development standards. Waivers and modification may be used to eliminate a development standard that would physically preclude the construction of a project with the density bonus and the incentives or concessions to which the developer is entitled. The applicant presently only requests concessions and not waivers.

3. Findings

Zoning Amendment

Morgan Hill Municipal Code Section 18.62.070, *Recommended amendment—Findings required*, requires that all of the following findings be made by the City Council to adopt the Zoning Amendment:

A. That the proposed amendment is in general conformance with the general plan.

The project complies with the allowed density range for units on the site, with the affordable housing density bonus applied. The proposed project will be a workforce housing development for individuals and families making 30-60 percent of the area median income, providing necessary affordable housing within the City. The project is consistent with the General Plan.

B. That the public necessity, convenience and general welfare require the adoption of the proposed amendment.

The project is an affordable housing project that would provide variety and opportunity for those seeking housing in the current market.

- C. **The proposed amendment does not grant a change in land use from commercial or industrial to a residential land use for property incorporated into the urban service boundary after December 7, 1990 unless it can be determined pursuant to the terms of Section 18.78.070 of the municipal code that the amount of undeveloped, residentially developable land on the same side of Monterey Road as the proposed amendment is insufficient to accommodate five years' worth of residential growth.**

The requested PD amendment does not change the land use or zoning from commercial or industrial to residential and is therefore not subject to this provision.

Planned Development

Morgan Hill Municipal Code Section 18.30.050, *Planned Development—Findings required*, requires that all of the following findings be made by the City Council to adopt the Planned Development:

- A. **The development of the subject property, with the uses and in the manner proposed by the applicant, will not be detrimental to the public welfare, will be in the best interests of the city, and will be in keeping with the general intent and spirit of the zoning regulations of the city of Morgan Hill, with the Morgan Hill General Plan, and with any applicable plans adopted by the city.**

The project is an affordable housing development which is entitled to three development concessions based on the proposed affordability levels of the project pursuant to Government Code Section 65915. The project has been designed to enhance the project frontage. As an affordable housing project, it can reasonably be expected that the residents may have a lower rate of personal vehicle ownership. The proximity of the site to local and regional transit also offers the opportunity to rely on public transportation. The project is transit-oriented by design. Pedestrian, bicycle and transit facilities are expected to adequately serve the proposed project.

- B. **That the plan for the proposed development presents a unified and organized arrangement of buildings and/or service facilities which are appropriate in relation to adjacent or nearby properties, and that adequate landscaping and/or screening is included if necessary to insure compatibility.**

The project includes a single, three-story building with articulated elevations including a variety of building materials and fenestration placement. The parking for the project is located mostly behind the building. Landscaping provides a buffer between the building and the street. A tot-lot has been provided at the site and will be shielded from Monterey Road.

- C. **Any exception from standard ordinance requirements is warranted by the**

provision of affordable housing, senior housing, overall quality of design and/or the incorporation of amenities within the general development plan, in accord with adopted policy of the Planning Commission and the City Council.

The project is an affordable housing development providing housing options for those with lower incomes. The project requests a density bonus and three development concessions in accordance with state law.

Development Agreement

A Development Agreement has been proposed consistent with the RDCS public benefit commitments. The terms and conditions agreed to during the competition have been incorporated into the site plan and included in the attached Development Agreement (Attachment 2)

Morgan Hill Municipal Code Section 18.80.050 (C), *Consideration of proposed Development Agreement—Findings required*, requires that the following findings be made by the City Council to adopt the Development Agreement:

The development agreement:

- A. Is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

As specified in the General Plan section of this report, the project would provide 39 below market rate units which is strongly desired within the City. There have been no General Plan policy conflicts identified with the proposed project.

- B. Is compatible with the uses authorized in the zoning district in which the real property is located.**

The proposed residential use is permitted within the CC-R zoning district and would be compatible with the surrounding residential and small business uses.

- C. Duly considers city mitigation programs in effect at the time of execution of the agreement.**

The project would be subject to the payment of applicable impact fees and community benefit commitments as part of the RDCS process.

- D. Will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood.**

The project's construction would adhere to state, local and federal laws. The project is residential housing that would include the normal daily operations of other residential

sites.

E. Complies with the provisions of the California Environmental Quality Act and city's procedures adopted pursuant thereto.

The project is subject to CEQA and an addendum to a previously adopted Initial Study/Mitigated Negative Declaration was drafted. No new mitigation is necessary beyond what was originally identified for the project.

F. Will not adversely affect the orderly development of property or the preservation of property values.

The project will provide high quality architecture consistent with the City's Architectural Design Guidelines. The project will also be consistent with state and local laws.

Conclusion

The UHC development project is an affordable housing project needed in the Morgan Hill community. As an affordable housing project meeting the required affordability levels, the development is entitled to three development concessions. The project has been found to be consistent with the General Plan. Staff recommends that the Planning Commission recommend City Council approval of the Zoning Amendment, amending the adopted PD to include an affordable housing project with 39 affordable dwelling units situated in a three-story building, and Development Agreement.

4. Community Engagement

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

5. California Environmental Quality Act (CEQA)

Under the California Environmental Quality Act (CEQA), the proposal is a "project" subject to an evaluation of potential adverse impacts to the environment. The original project included the adoption of an Initial Study/Mitigated Negative Declaration (IS/MND) on July 19, 2006. Since adoption of the IS/MND, changes to the project have been proposed, thus requiring further environmental analysis.

When a proposed project is changed or there are changes in the environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent EIR or MND is prepared. CEQA Guidelines Sections 15162 and 15164 sets forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent MND is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

- A. No new significant impacts will result from the project or from new mitigation measures.

- B. No substantial increase in the severity of environmental impact will occur.
- C. No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact, been found to be feasible.

Based upon the information provided in the Addendum, the changes to the Approved Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS/MND, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present. Therefore, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the refinements to the project (Attachment 5). A minor administrative change is being made to one mitigation measure to accurately reflect a numbering change in the Morgan Hill Municipal Code and a few additional administrative changes that do not change the original intent of the mitigation measure but reflect current City practice. All changes are shown in underline and ~~strikeout~~. The adopted Mitigation Monitoring and Reporting Program has been attached (Attachment 6).

LINKS/ATTACHMENTS:

1. Zoning Amendment Resolution
2. Development Agreement Resolution
3. Conceptual Development Plans
4. Applicant Justification Letter
5. Addendum to IS
6. Church-Alcini MMRP

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF AN AMENDMENT TO THE CC-R-(PD) PLANNED DEVELOPMENT OVERLAY DISTRICT AND PRECISE DEVELOPMENT PLAN FOR A 39-UNIT AFFORDABLE RESIDENTIAL DEVELOPMENT ON A 1.62-ACRE SITE LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF MONTEREY ROAD AND BISCEGLIA AVENUE. (APN 817-36-032 AND 817-36-033)

WHEREAS, Urban Housing Communities, LLC (UHC) proposes to develop the property located at 16800-16840 Monterey Road, identified by Assessor Parcel Number(s) 817-36-032 and 817-36-033, on the northeast corner of Monterey Road and Bisceglia Avenue, with an affordable housing project with 39 dwelling units in a three-story building;

WHEREAS, through the RDCS process, the City Council adopted Resolution No. 15-050 on March 4, 2015, reaffirming the award of seven, Fiscal Year 2016-2017 residential allotments and on January 12, 2016, the Planning Commission adopted Resolution No. 16-02 awarding the project an additional 32, Fiscal Year 2017-2018 residential allotments for full project buildout;

WHEREAS, the 39 allotments were awarded for affordable housing;

WHEREAS, said development requires an amendment to the adopted Planned Development (PD) and Precise Development Plan;

WHEREAS, findings must be made pursuant to Section 18.62.070 to support a request for an amendment to a PD, and any Planned Development Plan shall be found consistent with the findings described in Section 18.30.050;

WHEREAS, such request was considered by the Planning Commission at its regular meeting of February 13, 2018, at which time the Planning Commission recommended approval of Zoning Amendment application, ZA2017-0010: Monterey-UHC; and

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

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

SECTION 1. The proposed Zoning Amendment is consistent with the General Plan as required by Section 18.62.050 of the Municipal Code.

The project complies with the allowed density range for units on the site, with the affordable housing density bonus applied. The proposed project will be a workforce housing development for individuals and families making 30-60 percent of the area median income, providing necessary affordable housing within the City.

SECTION 2. The zone change is required in order to serve the public convenience, necessity and general welfare as provided in Section 18.62.050 of the Municipal Code.

The project is an affordable housing project that would provide variety and opportunity for those seeking housing in the current market.

SECTION 3. The Planning Commission of the City of Morgan Hill hereby finds that, on the basis of the whole record before it (including the addendum to the initial study), there is no substantial evidence that the project as currently proposed will have a significant effect on the environment beyond what was anticipated in the Mitigated Negative Declaration adopted by the City Council on July 19, 2006, and this finding reflects the Planning Commission's independent judgment and analysis. The custodian of the documents or other material which constitute the record shall be the Community Development Department.

SECTION 4. The Planning Commission finds that the amended Planned Development (PD) Overlay District is consistent with the criteria specified in Chapter 18.30 of the Morgan Hill Municipal Code.

A. The development of the subject property, with the uses and in the manner proposed by the applicant, will not be detrimental to the public welfare, will be in the best interests of the city, and will be in keeping with the general intent and spirit of the zoning regulations of the city of Morgan Hill, with the Morgan Hill General Plan, and with any applicable plans adopted by the city.

The project is an affordable housing development which is entitled to three development concessions based on the proposed affordability levels of the project pursuant to Government Code Section 65915. The project has been designed to enhance the project frontage. As an affordable housing project, it can reasonably be expected that the residents may have a lower rate of personal vehicle ownership. The proximity of the site to local and regional transit also offers the opportunity to rely on public transportation. The project is transit-oriented by design. Pedestrian, bicycle and transit facilities are expected to adequately serve the proposed project.

B. That the plan for the proposed development presents a unified and organized arrangement of buildings and/or service facilities which are appropriate in relation to adjacent or nearby properties, and that adequate landscaping and/or screening is included if necessary to insure compatibility.

The project includes a single, three-story building with articulated elevations including a variety of building materials and fenestration placement. The parking for the project is located mostly behind the building. Landscaping provides a buffer between the building and the street. A tot-lot has been provided at the site and will be shielded from Monterey Road.

C. Any exception from standard ordinance requirements is warranted by the provision of affordable housing, senior housing, overall quality of design and/or the incorporation of amenities within the general development plan, in accord with adopted policy of the Planning Commission and the City Council.

The project is an affordable housing development providing housing options for those with lower incomes. The project requests a density bonus and concessions to development standards in accordance with state law.

SECTION 5. On the basis that the proposed project is for affordable housing entitled to density bonuses and other incentives pursuant to State law for affordable housing projects, including Government Code Section 65915, the Planning Commission hereby recommends approval of an amendment to the Precise Development Plan, on file at the Development Services Department entitled “Crossing on Monterey” dated January 23, 2018, as prepared by WHA. The amendment includes a single, three-story multi-family building with 39 affordable housing units meeting specified affordability levels which entitles the project to a density bonus and three development concessions for the development of the project on the 1.62-acre site.

PASSED AND ADOPTED THIS 13th DAY OF FEBRUARY 2018, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST:

APPROVED:

JENNA LUNA, Deputy City Clerk

JOHN MCKAY, Chair

Attachment: Zoning Amendment Resolution [Revision 3] (1611 : UHC- Zoning Amendment/DA)

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT DA2017- 0006: MONTEREY-UHC FOR A 39-UNIT AFFORDABLE RESIDENTIAL DEVELOPMENT ON A 1.62-ACRE SITE LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF MONTEREY ROAD AND BISCEGLIA AVENUE. (APN 817-36-032 AND 033)

WHEREAS, the Planning Commission, pursuant to Chapter 18.78 of the Morgan Hill Municipal Code, awarded 7 building allotments for application MC-14-17: Monterey-UHC for FY 2016-2017 and awarded 32 building allotments for application MC-15-14: Monterey-UHC for FY 2017-2018; and

WHEREAS, the City Council of the City of Morgan Hill enacted Ordinance number 1594, establishing a procedure for processing Development Agreements in Chapter 18.80 for projects receiving allotments through the Residential Development Control System, Chapter 18.78, of Title 18 of the Morgan Hill Municipal Code; and

WHEREAS, Sections 65864 through 65869.5 of the California Government Code authorizes the City of Morgan Hill to enter into binding Development Agreements with persons having legal or equitable interests in real property for the development of such property; and

WHEREAS, said Development Agreement request was considered by the Planning Commission at its regular meeting of February 13, 2018 at which time the Planning Commission recommended City Council approval of Development Agreement application DA2017-0006: Monterey-UHC; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL THAT:

SECTION 1. The Planning Commission recommends that the City Council approve the Development Agreement based on the determination and supporting reasoning described below as required by Morgan Hill Municipal Code Section 18.80.050(C).

SECTION 2. The Development Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan.

The project would provide 39 below market rate units which is strongly desired

within the City. There have been no General Plan policy conflicts identified with the proposed project.

SECTION 3. The Development Agreement is compatible with the uses authorized in the zoning district in which the real property is located.

The proposed residential use is permitted within the CC-R zoning district and would be compatible with the surrounding residential and small business uses.

SECTION 4. The Development Agreement duly considers city mitigation programs in effect at the time of execution of the agreement.

The project would be subject to the payment of applicable impact fees and community benefit commitments as part of the RDCS process.

SECTION 5. The Development Agreement will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood.

The project's construction would adhere to state, local and federal laws. The project is residential housing that would include the normal daily operations of other residential sites.

SECTION 6. The Development Agreement complies with the provisions of the California Environmental Quality Act and city's procedures adopted pursuant thereto.

The project is subject to CEQA and an addendum to a previously adopted Initial Study/Mitigated Negative Declaration was drafted. No new mitigation is necessary beyond what was originally identified for the project.

SECTION 7. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

The project will provide high quality architecture consistent with the City's Architectural Design Guidelines. The project will also be consistent with state and local laws.

PASSED AND ADOPTED THIS 13TH DAY OF FEBRUARY 2018, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST:

APPROVED:

JENNA LUNA, Deputy City Clerk

JOHN MCKAY, Chair

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Morgan Hill
Development Services Department
17575 Peak Avenue
Morgan Hill, CA 95037

RECORDING FEES EXEMPT
PURSUANT TO GOVERNMENT
CODE SECTION 27383

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MORGAN HILL
AND
UHC 00661, LP
REGARDING
THE CROSSINGS ON MONTEREY RESIDENTIAL DEVELOPMENT PROJECT

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

RESIDENTIAL DEVELOPMENT AGREEMENT
 BY AND BETWEEN
 THE CITY OF MORGAN HILL
 AND
 UHC 00661 LP
 REGARDING THE
 CROSSING ON MONTEREY PROJECT

This Development Agreement ("**Agreement**") is entered into on the below-stated "**Effective Date**" by and between the City of Morgan Hill, a California municipal corporation, (hereinafter "**City**"), and UHC 00661 Morgan Hill, LP, a limited partnership, and its successor and assigns (hereinafter, collectively, "**Developer**"), pursuant to Section 65864 *et seq.* of the Government Code of the State of California and City's police powers. City and Developer are, from time to time, also hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* ("**Development Agreement Statute**"), which regulates development agreements with any person having a legal or equitable interest in real property providing for the development of that property and establishes certain development rights in the property. In accordance with the Development Agreement Statute, and by virtue of its police powers, City has the authority to enter into development agreements, and has reflected that authority in its Morgan Hill Municipal Code (Chapter 18.80 *et seq.*) ("**Enabling Ordinance**"). This Agreement has been drafted and processed pursuant to the Development Agreement Statute and the Enabling Ordinance.

B. Developer currently has a legal and/or equitable interest in the Property.

C. Developer proposes to plan, develop, construct, operate and maintain the Project on the Property (as such terms are defined herein).

D. As of the Effective Date, various land use regulations, allotments, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively "**Existing Approvals**"), including without limitation, all of the following:

1. 39 building allotments (Seven (7) allotments for FY 2016-2017 and 32 allotments for FY2017-2018), and conditions attached to the award of such allotments including an exercise of allotment deadline of December 30, 2018;

2. Addendum to Church-Alcini Mixed-Use Development;

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

3. Zoning Amendment application ZA2017-0010;

The Existing Approvals are more particularly described in the resolutions adopting the Existing Approvals.

E. For the reasons recited herein, Developer and City have determined that the Project is the type of development for which this Agreement is appropriate. This Agreement will help to eliminate uncertainty in planning, provide for the orderly development of the Project consistent with the planning goals, policies, and other provisions of the City's General Plan and City's Municipal Code, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

F. On March 4, 2015, the Morgan Hill City Council reaffirmed the allotment award for the Project and on January 12, 2016, the Morgan Hill Planning Commission awarded an allotment for the Project as set forth in the Developer's application for residential allotments pursuant to Chapter 18.78 ("**Residential Development Control System**", or "**RDCS**") of the Morgan Hill Municipal Code ("**Code**"). This Agreement serves to secure in a permanent and enforceable manner the public benefits and commitments included in the Developer's application as required under Section 18.78.120.J of the Code.

G. On February 13, 2018, following a duly noticed and conducted public hearing, the Planning Commission of the City ("**Planning Commission**") considered the Development Agreement for recommendation to the City Council, and determined that the Development Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan; is compatible with the uses authorized in the zoning district in which the real property is located; duly considers City mitigation programs in effect at the time of execution of the agreement; will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood; complies with the provisions of the California Environmental Quality Act and City's procedures adopted pursuant thereto; and will not adversely affect the orderly development of property or the preservation of property values.

ARTICLE 1

ADMINISTRATION

1.01 Effective Date. On March 7, 2018, following a duly noticed and conducted public hearing, the Morgan Hill City Council ("City Council") introduced Ordinance No. [REDACTED] ("Ordinance"), [accepting, rejecting or conditionally accepting] the recommendation of the Planning Commission, finding that its provisions are consistent with the General Plan [and any applicable specific plan], approving this Agreement, and directing this Agreement's execution by City. The City adopted the Ordinance on [REDACTED], 20[REDACTED], and the Ordinance became effective thirty (30) days later. The "Effective Date" in this Agreement shall be the date that the Ordinance became effective.

1.02 Definitions.

(a) The following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

- (1) *"Allotments" shall mean those residential allotments awarded Developer through the Residential Development Control System*
- (2) *"Applicable Law" shall have that meaning set forth in Section 2.01(a) of this Agreement.*
- (3) *"Commitments" shall have that meaning set forth in Section 2.04(a) of this Agreement.*
- (4) *"Director" shall mean the Director of Community Development, and his or her designee.*
- (5) *"Existing Approvals" shall have that meaning set forth in paragraph D of the Recitals of this Agreement.*
- (6) *"Existing City Laws" shall mean all City ordinances, resolutions, rules, regulations, guidelines, motions, practices and official policies governing land use, zoning and development, RDCS, permitted uses, density and intensity of use, maximum height, bulk and size of proposed buildings, and other City land use regulations in force and effect on the Effective Date of this Agreement.*
- (7) *"Impact Fees" shall mean those fees imposed so that developments bear a proportionate share of the cost of public facilities and service improvements that are reasonably related to the impacts and burdens of the Project, adopted pursuant to Morgan Hill Municipal Code Chapter 3.56 and California Government Code Section 66001 et seq.*
- (8) *"Legal Effect" shall mean the ordinance, resolution, permit, license or other grant of approval that has been adopted by City and has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction, and all applicable administrative appeal periods and statutes of limitations have expired.*
- (9) *"New City Laws" shall mean any and all City ordinances, resolutions, orders, rules, official policies, standards, specifications and other regulations, whether adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not a Subsequent Approval, that takes "Legal Effect" after the Effective Date of this Agreement, and that applies City wide.*
- (10) *"Project" means the development containing residential uses, as more particularly described in the RDCS applications MC-14-17 Monterey-UHC and MC-15-14 Monterey-UHC. Any reference in this Agreement to the "Project" shall mean and include the "Property".*
- (11) *"Project Approvals" mean, collectively, the Project's Existing Approvals and the Subsequent Approvals.*
- (12) *"Property" shall mean that certain real property consisting of approximately 1.62 acres located within the City, as more particularly described and shown on Exhibit A to this Agreement.*

- (13) *"RDCS" means the Residential Development Control System set forth in Chapter 18.78 of the Morgan Hill Municipal Code.*
- (14) *"Second Notice" shall have that meaning set forth in Section 4.07(c) of this Agreement.*
- (15) *"Subdivision Document" means, pursuant to Government Code Section 66452.6(a) and this Agreement, any tentative map, vesting tentative map, parcel map, or final map, or any such new map or any amendment to any such map, or any resubdivision.*
- (16) *"Subsequent Approvals" and "Subsequent Approval" mean those City permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City after the City Council adopts the Ordinance, including without limitation, subdivision maps and building permits.*

(b) To the extent that any defined terms contained in this Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them elsewhere in this Agreement, or if not in this Agreement, by controlling law, including the Morgan Hill Municipal Code.

1.03 Term.

(a) The term ("**Term**") of this Agreement shall commence on the Effective Date, and then shall continue (unless this Agreement is otherwise terminated or modified as provided in this Agreement) until the earliest of (1) the loss of all residential allotments for the Project pursuant to the RDCS, if applicable, (2) the issuance of a certificate of occupancy for all units in the Project or (3) ten (10) years plus one day after the Effective Date; provided however that Developer's obligations pursuant to Sections 2.03 and 2.04 shall survive the termination of this Agreement until such obligations are fully performed and completed in accordance with this Agreement.

(b) If any "**Third-Party Challenge**" (as that term is defined in Section 4.06(a) of this Agreement) is filed, then the Term of this Agreement shall be tolled for the period or periods of time from the date of the filing of such litigation until the conclusion of such litigation by dismissal or entry of a final judgment ("**Litigation Tolling**"). Notwithstanding the foregoing, regardless of the number of Third-Party Challenges that may be filed during the Term of this Agreement, the sum total of such Litigation Tolling shall not exceed five (5) years. The filing of any Third-Party Challenge shall not delay or stop the development, processing or construction of the Project, or the approval or issuance of any Project Approvals, unless enjoined or otherwise controlled by a court of competent jurisdiction. The Parties shall not stipulate to the issuance of any such order unless mutually agreed to.

ARTICLE 2

APPLICABLE LAW

2.01 Applicable Law—Generally.

(a) As used in this Agreement, "**Applicable Law**" shall mean the rules, regulations, official policies, standards, and specifications applicable to the development of the Property listed below in this Section 2.01. The order of their importance is the order in which they are listed (with highest importance listed first, second most important listed second, etc.); in the event of a conflict between them, their order shall determine which one controls (the one listed higher controlling over the one listed lower):

- (1) *All the provisions, terms and conditions of this Agreement.*
- (2) *Existing Approvals.*
- (3) *The Subsequent Approvals, provided such Subsequent Approvals are:*
 - (i) In compliance with all controlling California law;
 - (ii) Mutually agreed to by the Parties;
 - (iii) In compliance with this Agreement; and
 - (iv) Duly enacted by City.
- (4) *The "Existing City Laws" that are not in conflict with this Agreement and the Project Approvals.*
- (5) *Any "New City Laws" Developer is subject to as provided in Section 2.09 of this Agreement.*

(b) The Parties shall cooperatively assemble all of the necessary documents to memorialize, to the best of their abilities, the Project Approvals, Existing City Laws, and the terms and conditions contained in this Agreement to assist Developer to maintain the documents assembled and to provide a continuing reference source for the approvals granted and the ordinances, policies and regulations in effect on the Effective Date of this Agreement.

2.02 Vested Right to Applicable Law.

(a) During the Term of this Agreement, Developer shall have the vested right to develop the Project subject only to, and in accordance with, the Applicable Law, and during the Term of this Agreement, City shall have the right to regulate the development and use of the Project subject only to, and in accordance with, the Applicable Law.

(b) Nothing contained herein will give Developer a vested right to obtain a sewer connection for said Project in the absence of sewer capacity available to the Project.

(c) Pursuant to this Agreement, the Applicable Law will be an expanding body of law, such as, for example, when Subsequent Approvals are granted by City, and/or when Developer becomes subject to a New City Law pursuant to this Agreement.

(d) The vested rights to develop the Project in accordance with Applicable Law and this Agreement shall be vested only to those residential units having an RDCS residential allotment. Nothing contained herein shall give Developer a vested right to develop the described Project absent valid RDCS residential allotments.

(e) Developer agrees that the terms and conditions of this Agreement and conditions of approval issued pursuant to this Agreement shall govern and dictate the vesting of the Developer's right to develop in lieu of any other instrument of vesting, including any vesting tentative map or any other agreement, instrument or document purporting to vest any right of development. Developer agrees to waive any vesting rights by operation of any otherwise applicable City, state or federal law.

2.03 Project Impacts and Costs.

(a) Agreement Subject to Project Mitigation Requirements. Notwithstanding any other express or implied term or condition of this Agreement (or the Approvals) to the contrary, throughout the Term of this Agreement, the full and complete mitigation of all environmental (including any mitigation measure adopted pursuant to CEQA), physical, fiscal and other impacts of the Project and the Property on the community and on the City of Morgan Hill and its services, facilities, operations and maintenance (collectively, "**Project Mitigation**") shall be borne by and shall be the sole and exclusive responsibility of the Developer. Such Project Mitigation may be conditions of any Applicable Law or Project Approval and may include a mix of different approaches, including without limitation, Developer construction of and/or financing of such services, facilities, operations and maintenance through the payment of impact fees or other fees, taxes, levies, assessments, or other financing mechanisms including without limitation, reimbursement agreements, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Assessment Districts, Tax-Exempt and Taxable Financing Mechanisms, Maintenance Districts, Homeowners Associations, and participation in the Statewide Communities Infrastructure Program (collectively, "**Financing Mechanisms**"). The necessary scope and extent of such Project Mitigation, and which combination of Financing Mechanisms should be employed relating to such Project Mitigation to assure success of the Project Mitigation, shall be determined by City, in its sole and exclusive discretion, pursuant to appropriate City ordinance, resolution, regulations or procedures, taking into account and guided by the pre-existing rights of others in the existing and future public services and facilities (including their operations and maintenance) that Developer may seek to use. If no Financing Mechanism is available to fund the Project Mitigation, then the Project shall not progress forward.

(b) Impact Fees. In addition to any agreed-upon Project-specific requirements as set forth in Section 2.04 and as part of the Developer's sole and exclusive obligation to cover Project Mitigation, Developer shall pay all Impact Fees and in the amounts in legal effect at the time any such Impact Fees become due and payable as provided for in the City's Municipal Code.

(c) Processing Fees. In addition to any agreed-upon Project-specific requirements as set forth in Section 2.04, the Project (including Developer as owner of same) shall be responsible for the costs to City of processing any and all Developer-requested land use approvals, including without limitation, building permits, plan checks, and environmental studies required pursuant to CEQA and other similar requests for City permits and entitlements, when such costs are incurred by City. City shall impose those funding requirements needed to ensure that the processing costs to the City are fully covered by the Developer. Further, if additional, accelerated, or more frequent inspections are requested by Developer of

City than would otherwise take place in City's ordinary course of business, then City may either hire additional contract inspectors, plan checkers, engineers or planners, or City may hire a full or part time employee. If City hires additional contractors, then Developer shall reimburse City, on a monthly basis in arrears, the cost to City of hiring such additional contract inspectors, plus Developer shall pay to City an additional ten percent (10%) of such cost to City on the same payment schedule. City shall use such additional 10% to defray administrative costs. If City hires a full or part time employee, then Developer shall reimburse City, on a monthly basis, in arrears, for a pro rata share of the total cost to the City of such employee, plus ten percent (10%) for administrative costs, for the period from hire to the end of the Term of this Agreement.

2.04 RDCS and Other Specific Project-Specific Requirements.

(a) The Specific Restrictions and Requirements set forth in Exhibit C are public benefit commitments ("**Commitments**") voluntarily assumed by Developer in return for benefits derived from the City's RDCS allotment approval program. These requirements are not Project Mitigation within the meaning of Section 2.03 of this Agreement. Developer hereby agrees that these requirements are not subject to credit, refund or reimbursement or prohibition pursuant to otherwise applicable City, state or federal law and hereby waives any such right to credit, refund, reimbursement or prohibition. These Commitments are voluntarily assumed by Developer in return for benefits derived from the RDCS. Pursuant to the RDCS, awarding of residential allotments to new development is a competitive process based on a point system. Additional points can be awarded to a development proposal that voluntarily commits towards providing a public benefit contribution in addition to those already required to mitigate its impacts. The Commitments result in additional points, thereby allowing the development proposal to secure a higher score pursuant to the RDCS, which in turn may provide a high enough score for the development proposal to secure residential allotments. The Commitments set forth in Exhibit C, derived from that RDCS process, are enforced through this Agreement.

(b) Substitution of Commitments may be allowed in limited circumstances, as provided in the adopted Planning Commission Policy entitled "Changes to Approved Residential Development Control System Projects", and Section IV. F and Table 1: "Criteria Advancing Objectives" of the RDCS Competition Manual. If the Substitution may be approved by the Director of Community Development, the Substitution shall be documented through an Administrative Amendment as provided in Section 3.05 of this Agreement. In circumstances in which Substitution within the same category is not possible, Substitution may be allowed only by resolution of the Planning Commission. No changes which would degrade the quality of the project, lower the value of commitments or lower the total point score in the RDCS evaluation, or would subject the Project to further environmental review under CEQA, shall be approved.

(c) The Developer's RDCS application – MC-14-17 (March 4, 2015) and MC-15-14 (January 12, 2016) and approval actions (as reflected in the official records, including agendas and minutes of the City Planning Commission and City Council) shall be incorporated into this Agreement by this reference.

2.05 Construction Codes.

With respect to the development of any or all of the Project or the Property, Developer shall be subject to the California Building Code and all those other State-adopted construction, fire and other codes applicable to improvements, structures, and development, and the applicable version or revision of said codes by local City action (collectively referred to as "**Construction Codes**") in place at that time that a plan check application for a building, grading or other permit subject to such Construction Codes is submitted to City for approval, provided that such Construction Codes have been adopted by City and are in effect on a City-wide basis.

2.06 Timing of Development.

(a) Securing Building Permits and Beginning Construction. Developer is required to obtain any approvals or permits for the development of the Project in accordance with this Agreement, the Applicable Law, and the Project Approvals. However, any Subsequent Approval initiated by Property Owner which substantially changes the permitted uses or substantially increases the height, and density or floor area allowed under the Project Approvals, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. Developer agrees to secure building permits and to begin construction of the Project in accordance with the time requirements set forth in the Construction Codes and the RDCS, if applicable. In the event Developer fails to comply with the above permit issuance and beginning construction dates, and satisfactory progress towards completion of the project in accordance with the Construction Codes, Project Approvals, and RDCS, Developer shall be in default of this Agreement, and must cure said default as provided in section 4.01 of this Agreement.

(b) Progress Reports Until Construction of Project is Complete. Developer shall make reports regarding the progress of construction in such detail and at such time as the Community Development Director of the City of Morgan Hill reasonably requests.

(c) City of Morgan Hill to Receive Construction Contract Documents. If the City reasonably requests copies of construction, off-site and landscaping contracts or documents, Developer agrees to furnish such documents to the City.

(d) Certificate of Completion. Within thirty (30) days after completion to the City's satisfaction of 100% of the total number of units in the Project, the City shall provide Developers with an instrument in recordable form certifying completion of the entire project.

2.07 Improvements.

In any instance where Developer is required to install improvements (including those set forth in Exhibit C), Developer shall obtain City approval of the plans and specifications and the timing and manner of the installation of improvements, and provided Developer has supplied all information required by City, City shall review and act on the application for such approval with good faith and in a reasonable manner. Where the actual cost of any improvement exceeds Developer's estimated cost or commitment, Developer shall be solely responsible for all improvement costs in excess of those approved by City unless otherwise provided for in a reimbursement agreement.

2.08 Overcapacity, Oversizing.

(a) City may require Developer to construct on-site and off-site improvements in a manner that provides for oversizing or overcapacity so that the constructed improvement will serve other development or residents or facilities and services outside of the Project ("**Oversizing**"). Such Oversizing shall be reasonable in scope. The Parties recognize that the City shall not require any Oversizing from Developer except in connection with the Project Approvals and in accordance with provisions of the Subdivision Map Act and Applicable Law.

(b) Unless no credit or reimbursement is owed to Developer pursuant to Section 2.04 of this Agreement, Developer's right to receive credits and reimbursements for Oversizing or excessive payment or performance shall be determined and processed pursuant to the City's Municipal Code and controlling practices (relative to credits and reimbursements) on the Effective Date.

2.09 New City Laws.

(a) City may apply any New City Law to the Project that is not in conflict with this Agreement and the Applicable Law it describes. City shall not apply any New City Law to the Project that is in conflict with this Agreement and the Applicable Law it describes, nor otherwise reduces the development rights or assurances provided by this Agreement. City shall not apply to the Project nor Property any no-growth or slow-growth ordinance, measure, policy, regulation or development moratorium either adopted by City or by a vote of the electorate and whether or not by urgency ordinance, interim ordinance, initiative, referendum or any other change in the laws of the City by any method or name which would alter the Applicable Law that may stop, delay, or effect the rate, timing or sequence of development.

(b) Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, a New City Law shall be deemed to be in conflict with this Agreement or the Applicable Law or to reduce the development rights provided hereby if the application to the Project would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which affects or applies to the Project:

(1) Change any land use designation or permitted use of the Property allowed by the Applicable Law or limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the total number of residential dwelling units, square footage, floor area ratio, height of buildings, or number of proposed non-residential buildings, or other improvements;

(2) Limit or control the availability of public utilities, services, or facilities otherwise allowed by the Applicable Law;

(3) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Project in any manner, or take any action or refrain from taking any action that results in Developer having to substantially delay construction of the Project or require the acquisition of additional permits or approvals by the City other than those required by the Applicable Law;

(4) Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations in the Existing Approvals.

(c) If City determines that it has the right pursuant to this Agreement to impose and apply a New City Law on the Property and Project, it shall send written notice to Developer of that City determination ("**Notice of New City Law**"). Upon receipt of the Notice of New City Law, if Developer believes that such New City Law is in conflict with this Agreement, Developer may send written notice to the City of the alleged conflict within thirty (30) days of receipt of City's Notice of New Law ("**Objection to New City Law**"). Developer's Objection to New City Law shall set forth the factual and legal reasons why Developer believes City cannot apply the New City Law to the Property/Project. City shall respond to Developer's Objection to New City Law ("**City Response**") within thirty (30) days of receipt of said Developer Objection to New City Law. The City Response shall set forth the factual and legal reasons why City believes it can apply the New City Law to the Project. Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Developer's receipt of the City Response (the "**Meet and Confer Period**") with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. Within fifteen (15) days of the conclusion of the Meet and Confer Period, City shall make its determination, and shall send written notice to Developer of that City determination. If City determines to "impose/apply" the New City Law to the Project, then Developer shall have a period of ninety (90) days from the date of receipt of such City determination within which to file legal action challenging such City action. In other words, a 90-day statute of limitations regarding Developer's right to judicial review of the New City Law shall commence upon Developer's receipt of City's determination following the conclusion of the Meet and Confer Period. If upon conclusion of judicial review of the New City Law (at the highest judicial level sought and granted), the reviewing court determines that Developer is not subject to the New City Law, such New City Law shall cease to be a part of the Applicable Law, and City shall return Developer to the position Developer was in prior to City's application of such New City Law (*e.g.*, City return fees, return dedications, etc.). The above-described procedure shall not be construed to interfere with City's right to adopt or apply the New City Law with regard to all other areas of City (excluding the Project).

(d) Developer in its sole and absolute discretion may elect to have applied to the Project a New City Law that is not otherwise a part of the Applicable Law, subject to the limitations set forth in this subdivision (d). In the event Developer so elects to be subject to a New City Law that is not otherwise a part of the Applicable Law, Developer shall provide notice to City of that election and thereafter such New City Law shall be part of the Applicable Law. In no event shall any New City Law become part of the Applicable Law if it would relieve Developer from, or impede Developer's compliance with, Developer's obligations pursuant to this Agreement, including without limitation Developer's obligations of full "Project Mitigation" pursuant to Section 2.03 or the "RDCS and Other Project Specific Requirement" pursuant to Section 2.04. Further, for the purposes of this Agreement, the "New City Laws" Developer may elect to be subject to pursuant to this Section shall not mean nor include any or all individual development agreements with other developers (including without limitation such development agreements' term and conditions, exhibits, etc.) executed before or after the Effective Date of this Agreement.

(e) City shall not be precluded from adopting and applying New City Laws to the Project to the extent that such New City Laws are specifically required to be applied by State or Federal laws or

regulations, and implemented through the Federal, State, regional and/or local level ("**Mandated New City Laws**"), including without limitation those provisions in the Development Agreement Statute, or that such New City Laws are necessitated by or arise from a declaration of City, local, state or federal declaration of a state of emergency.

(f) In the event that an administrative challenge and/or legal challenge (as appropriate) to a Mandated New City Laws preventing compliance with this Agreement is brought and is successful in having the Mandated New City Law determined to not apply to this Agreement, this Agreement shall remain unmodified and in full force and effect.

ARTICLE 3

PROCESSING

3.01 Processing.

(a) This Agreement does not provide Developer with any right to the approval of Subsequent Approvals nor to develop or construct the Project beyond that which is authorized in the Existing Approvals. This Agreement simply provides a process by which such Subsequent Approvals may be processed by Developer, and later added to this Agreement, if and only if such Subsequent Approvals are compliant with all controlling California law (including Planning and Zoning Law and CEQA), and are adopted/approved by City, which shall retain all lawful discretion in this regard. The public review process is ongoing, and following the City's adoption of this Agreement, that public review process shall continue. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit the discretion of City or any of its officers or officials with regard to the Project Approvals that legally require the exercise of discretion by City. City's discretion as to the granting of Subsequent Approvals shall be the discretion afforded by the Applicable Law. The Parties agree that this Agreement does not modify, alter or change the City's obligations pursuant to CEQA and acknowledge that Subsequent Approvals may require additional environmental review pursuant to CEQA.

(b) Upon submission by Developer of any and all necessary and required applications for Subsequent Approvals and payment of any and all appropriate processing and other fees as provided in this Agreement, City shall use its best efforts to promptly commence and diligently complete all steps necessary to acting on the requested Subsequent Approvals, including, but not limited to, (i) the holding of any and all required public hearings and notice for such public hearings, and (ii) the granting of the requested approval to the extent that it is consistent with Applicable Law.

3.02 Significant Actions by Third Parties Necessary to Implement the Existing Approvals.

(a) At Developer's sole discretion, Developer shall apply for such other permits, grants of authority, agreements, and other approvals from other private and/or public and quasi-public agencies, organizations, associations or other entities ("**Other Entity**") as may be necessary to the development of, or the provision of services and facilities to, the Project ("**Other Permits**").

(b) City shall cooperate with Developer in its endeavors to obtain any Other Permits and shall, from time to time, at the request of Developer, join with Developer in the execution of such permit applications and agreements as may be required to be entered into with any such other agency.

(c) In the event that any such Other Permit is not obtained from an Other Entity within the time permitted by law for such other entity to act and such circumstance materially deprives Developer of the ability to proceed with development of the Project or any portion thereof, or materially deprives City of a bargained-for public benefit of this Agreement, then, in such case, and at the election of either party, Developer and City shall meet and confer with the objective of attempting to mutually agree on solutions that may include alternatives, Subsequent Approvals, or an amendment(s) to this Agreement to allow the development of the Project to proceed with each Party substantially realizing its bargained-for benefit therefrom.

3.03 Establishment and Extension of Residential Development Control System Building Allotments.

Allotments shall be exercised pursuant to Section 18.78.160 of the Morgan Hill Municipal Code and Section IV.J of the RDCS Competition Manual. The City may approve an extension to the date by which an allotment must be exercised only as allowed by Section 18.78.170 of the City of Morgan Hill Municipal Code and Section IV.L of the RDCS Competition Manual. Extensions shall be processed by Planning Commission resolution as provided in Section IV.H of the RDCS Competition Manual.

3.04 Amendments.

This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement in accordance with Government Code Section 65868. Any request by Developer for an amendment or modification to this Agreement or a Project Approval shall be subject to the applicable substantive and procedural provisions of the City's General Plan, zoning, subdivision, and other applicable land use ordinances and regulations (i.e., City review and approval) in effect when such an amendment or modification request is approved.

No amendment to this Development Agreement shall be necessary to extend the RDCS exercise of allotment date as provided in Section 3.03, nor to substitute an RDCS Commitment as provided in Section 2.04(b) of this Agreement.

3.05 Administrative Amendment

Upon the written request of, and payment of the established fee by, Developer, Substitution of Commitments within the same criteria category may be processed administratively by the Director. Any Administrative Amendment must be made in writing signed by the Director, and approved by the City Attorney, and by the Developer.

ARTICLE 4

DEFAULT, VALIDITY PROVISIONS, ASSIGNMENT

4.01 Defaults.

(a) Any failure by City or Developer to perform any material term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days (or 150 days for a Mortgagee (as that term is defined in Section 4.10(a)) following written notice of such failure from the other Party

(unless such period is extended by written mutual consent) ("**Notice of Default**"), shall constitute a default pursuant to this Agreement ("**Default**"). Any Notice of Default shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 60-day period (or 150 days for a Mortgagee), then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 60-day period (or 150 days for a Mortgagee). If the alleged failure is cured, then no Default shall exist and the noticing Party shall take no further action. If the alleged failure is not cured, then a Default shall exist pursuant to this Agreement and the non-defaulting Party may exercise any of the remedies available pursuant to this Article.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of written notice and opportunity to cure shall nevertheless be a prerequisite to the enforcement or correction of any default. Waiver of a breach or default pursuant to this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

4.02 Actions During Cure Period.

(a) During any cure period and during any period prior to any delivery of notice of failure or default, the Party charged shall not be considered in default for purposes of this Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder to the maximum extent practicable in light of the disputed matter and pending its resolution, or formal termination of the Agreement, as provided herein.

(b) City will continue to process in good faith development applications during any cure period, but need not approve any such application if it relates to an alleged default of Developer hereunder.

4.03 Resolution of Disputes.

(a) In the event either Party is in default pursuant to the terms of this Agreement, the other Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided herein; (iii) pursue judicial remedies as provided for herein; and/or (iv) terminate this Agreement.

(b) Except as otherwise specifically stated in this Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default by another Party to this Agreement, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation hereunder, or to seek specific performance. It is expressly understood and agreed that the sole legal remedy available to Developer for a breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance, and/or other injunctive or declaratory relief to enforce the provisions of this Agreement, and that Developer shall not be entitled to bring an action for damages including, but not limited to, lost profits, consequential damages or other economic damages. For purposes of instituting a legal action pursuant to this Agreement, any City Council determination pursuant to this Agreement shall be deemed a final agency action.

(c) If any dispute arises between or among the Parties as to interpretation or application of any of the terms of this Agreement, the Parties shall attempt to resolve the dispute in accordance with this Agreement prior to third party mediation, arbitration, or formal court action. As to any such dispute, the Parties shall first meet and confer in good faith to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Party or Parties all information relevant to the dispute, to the end that all Parties will have appropriate and adequate information to resolve the dispute. Should the Parties not resolve the dispute informally, the Parties agree to meet and confer in an effort to agree on utilizing Judicial Arbitration Mediation Services ("JAMS") for Alternative Dispute Resolution ("ADR"). However, no party shall be required to use JAMS or ADR.

4.04 Periodic Review.

(a) The City shall review this Agreement at least once annually to assure compliance with the RDCS, at which time the Developer is required to demonstrate good faith compliance with the terms of this Agreement.

(b) If, as a result of such annual review, the City finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City may rescind all or part of the allotments awarded pursuant to the RDCS, in addition to all other legally available remedies.

4.05 Force Majeure Delay, Extension of Times of Performance.

(a) Performance by any Party hereunder shall be excused, waived or deemed not to be in default where delays or defaults are due to acts beyond a Party's control such as war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, unexpected acts of governmental entities other than City, including revisions to capacity ratings of the wastewater plant by the Regional Water Quality Control Board, the State Water Resources Board, enactment of conflicting State or Federal laws or regulations, or litigation (including without limitation litigation contesting the validity, or seeking the enforcement or clarification of this Agreement whether instituted by the Developer, City, or any other person or entity) (each a "**Force Majeure Event**").

(b) Any Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay and an estimated length of delay. Upon the other Party's receipt of such notice, an extension of time shall be granted in writing for the period of the Force Majeure Event, or longer as may be mutually agreed upon by the Parties, unless the other Party objects in writing within ten (10) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached, any Party may take action as permitted in this Agreement.

4.06 Third Party Legal Actions.

(a) In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization (that is not a Party to this Agreement) challenging the validity of this Agreement, any Project Approvals, or the sufficiency of any environmental review pursuant

to CEQA ("**Third-Party Challenge**"), the Parties shall cooperate with each other in good faith in the defense of any such challenge.

(b) City shall have the option to defend such Third-Party Challenge or to tender the complete defense of such Third-Party Challenge to the Developer ("**Tender**"). If City chooses to defend the Third-Party Challenge or Developer refuses City's Tender, City shall control all aspects of the defense and Developer shall pay City's attorneys' fees and costs (including related court costs).

(c) If Developer accepts City's Tender, Developer shall control all aspects of the defense and shall pay its own attorneys' fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third-Party Challenge. If City wishes to assist Developer when Developer has accepted the Tender, Developer shall accept that assistance and City shall pay City's own attorneys' fees and costs (including related court costs) ("**City Costs**"), and Developer shall pay its own attorneys' fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third Party Challenge (such third party fees and costs shall not include City Costs).

(d) If any part of this Agreement or any Project Approval is held by a court of competent jurisdiction to be invalid, the City shall: (1) use its best efforts to sustain and/or re-enact that part of this Agreement and/or Project Approval; and (2) take all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then adopting or re-enacting such part of this Agreement and/or Project Approval as necessary or desirable to permit execution of this Agreement and/or Project Approval.

4.07 Estoppel Certificate.

(a) Any Party may, at any time, and from time to time, deliver written notice to any other Party, and/or to the Developer's lender, requesting such Party to certify in writing that, to the knowledge of the certifying Party:

(1) This Agreement has not been amended or modified either orally or in writing or if so amended, identifying the amendments.

(2) The Agreement is in effect and the requesting Party is not known to be in default of the performance of its obligations pursuant to this Agreement, or if in default, to describe therein the nature and amount of any such defaults.

(b) This written certification shall be known as an "**Estoppel Certificate.**" A Party receiving a request hereunder shall execute and return such Estoppel Certificate within ten (10) days following the receipt of the request, unless the Party, in order to determine the appropriateness of the Estoppel Certificate, promptly commences and proceeds to conclude an Annual Review. The Parties acknowledge that an Estoppel Certificate may be relied upon by Assignees and other persons having an interest in the Project, including holders of mortgages and deeds of trust. The City Manager shall be authorized to execute an Estoppel Certificate for City.

(c) If a Party fails to deliver an Estoppel Certificate within the ten (10) day period, as provided for in Section 4.07(b) above, the Party requesting the Estoppel Certificate may deliver a second

notice (the "**Second Notice**") to the other Party stating that the failure to deliver the Estoppel Certificate within ten (10) working days following the receipt of the Second Notice shall constitute conclusive evidence that this Agreement is without modification and there are no unexcused defaults in the performance of the requesting Party. Failure to deliver the requested Estoppel Certificate within the ten (10) working day period shall then constitute conclusive evidence that this Agreement is in full force and effect without modification and there are no unexcused defaults in the performance of the requesting Party.

4.08 Assignment/Covenants Run with the Land.

(a) Right to Assign. Developer shall have the right to sell, assign, or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation acquiring an interest in the Project or Property (or portion thereof associated with the Project) at any time during the term of this Agreement ("**Assignee**"). Developer shall provide City with written notice of any assignment or transfer of all or a portion of the Property no later than thirty (30) days prior to such action, which notice shall include specific portions of the Project or Property to be assigned and the proposed form of assignment. Any proposed assignment shall be subject to the express written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned. City's approval of a proposed assignment or transfer shall be based upon the proposed assignee's reputation, experience, financial resources and access to credit and capability to successfully carry out the development of the Property to completion. The written assignment, assumption or release of rights or obligations with respect to a portion of the Project or of the Property shall specify the portion of the Project or Property and the rights assigned and obligations assumed, and shall be approved by the City Attorney. The express written assumption by an Assignee of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred shall relieve Developer of such obligations so assumed. Any such assumption of Developer's obligations pursuant to this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form as may be approved by the City Attorney.

(b) Release Upon Assignment. Upon assignment, in whole or in part, and the express written assumption by the Assignee of such assignment, of Developer's rights and interests pursuant to this Agreement, Developer shall be released from its obligations with respect to the Property/Project (or any portion thereof), and any lot, parcel, or portion thereof so assigned to the extent arising subsequent to the effective date of such assignment. A default by any Assignee shall only affect that portion of the Property/Project owned by such Assignee and shall not cancel or diminish in any way Developer's rights or obligations hereunder with respect to the assigned portion of the Property/Project not owned by such Assignee. The Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property/Project owned by such Assignee, and any amendment to this Agreement between City and Assignee shall only affect the portion of the Property/Project owned by such Assignee.

(c) Covenants Run with the Land. This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Project and/or Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law,

including, but not limited to Civil Code Section 1468. This Agreement shall not be binding upon any consumer, purchaser, transferee, devisee, assignee, or any other successor of Developer acquiring a completed residential unit comprising all or part of the Project ("**Consumer**") unless such Consumer is specifically bound by a provision of this Agreement or by a separate instrument or Agreement.

4.09 Encumbrances on the Property.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole and absolute discretion, from encumbering the Property, or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use or operation of the Project. Mortgagee may require certain modifications to this Agreement, and City shall negotiate in good faith any such request for modification or subordination.

4.10 Obligations and Rights of Mortgage Lenders.

(a) The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof ("**Mortgagee**"), shall not be obligated pursuant to this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement that pertain to the Property or such portion thereof in which it holds an interest.

(b) Each Mortgagee shall be entitled to receive written notice from City of results of the annual review to be done pursuant to Section 4.04 and any default by Developer pursuant to this Agreement, provided such Mortgagee has informed City of its address for notices. Each Mortgagee shall have a further right, but not an obligation, to cure such default in accordance with the default and default cure provisions in Sections 4.01, 4.02, and 4.03 of this Agreement. In the event Developer (or any permitted Assignee) becomes subject to an order for relief pursuant to any chapter of Title 11 of the United States Code (the "**Bankruptcy Code**"), the cure periods provided for a Mortgagee in Section 4.01(a) of this Agreement shall be tolled for so long as the automatic stay of Section 362 of the Bankruptcy Code remains in effect as to Developer (or any permitted Assignee); provided, however, if City obtains relief from the automatic stay pursuant to Bankruptcy Code Section 362 to declare any default by or exercise any remedies against Developer (or any permitted Assignee), the tolling of any Mortgagee's cure period shall automatically terminate on the earlier of: (i) the date that is sixty days after entry of the order granting City relief from the automatic stay, or (ii) the date of the entry of an order granting Mortgagee relief from the automatic stay. Each Mortgagee shall be entitled to receive written notice from City of the filing of any motion by City in which City seeks relief from the automatic stay of Section 362 of the Bankruptcy Code to declare any default by or exercise any remedies against Developer (or any permitted Assignee).

(c) Any Mortgagee who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Property, or such portion thereof, that have accrued prior to the time such holder comes into possession. In addition, any Mortgagee who comes into possession of the Property or any portion thereof, pursuant to a foreclosure of mortgage or deed of trust, or deed in lieu of such foreclosure, shall, subject to Section 4.10(a) above, be a permitted Assignee and, as such, shall succeed to all the rights, benefits and obligations of Developer pursuant to this Agreement.

(d) Nothing in this Agreement shall be deemed to be construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereof, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

4.11 Termination.

This Agreement shall terminate upon the expiration of the Term, as set forth in Section 1.03(a), or at such other time as this Agreement is terminated in accordance with the terms hereof, whichever occurs first. Upon termination of this Agreement, the City shall record a notice of such termination, in a form satisfactory to the City Attorney that the Agreement has been terminated.

ARTICLE 5

GENERAL PROVISIONS

5.01 Miscellaneous.

(a) Preamble, Recitals, Exhibits. References herein to "this Agreement" shall include the Preamble, Recitals and all of the exhibits of this Agreement.

(b) Requirements of Development Agreement Statute. The permitted uses of the Property; density and/or intensity of use of the Property; the maximum height and size of proposed buildings and other structures; provisions for reservation or dedication of land for public purposes; location of public improvements; and other terms and conditions applicable to the Project shall be those set forth in the Applicable Law.

(c) Governing Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California and legal actions commenced pursuant to or pursuant to this Agreement shall be brought in Santa Clara Superior Court. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.

(d) Project as a Private Undertaking. No partnership, joint venture, or other association of any kind between Developer, on the one hand, and City on the other hand, is formed by this Agreement. The development of the Property is a separately undertaken private development. The only relationship between City and Developer is that of a governmental entity regulating the development of private Property and the owners of such private Property.

(e) Indemnification. Developer shall hold City, its elective and appointive boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's contractors, subcontractors, agents' or employees' operations on the Project, whether such operations be by Developer or by any Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall indemnify and defend City and its elective and appointive

boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations and Developer shall pay all reasonable attorney's fees and costs that the City may incur. City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless requirement of Developer because of the acceptance of improvements by City, or the deposit of security with City by Developer. The aforesaid hold-harmless requirement of Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this subsection, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision. Notwithstanding anything herein to the contrary, Developer's indemnification of City shall not apply to the extent that such action, proceedings, demands, claims, damages, injuries or liability is based upon the active negligence of the City.

(f) Insurance. Developer shall, during the life of this Agreement take out and maintain insurance coverage with an insurance carrier authorized to transact business in the State of California as will protect the Developer or any Contractor or any Subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, from claims for damages because of bodily injury, sickness, disease, or death of their employees or any person other than their employees, or for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The minimum limits of liability for such insurance coverage which shall include comprehensive general and automobile liability, including contractual liability assumed pursuant to this Agreement, shall be as follows:

Limit of Liability for Injury or Accidental Death:

Per Occurrence \$1,000,000

Limit of Liability for Property Damage:

Aggregate Liability for Loss \$1,000,000

Such liability insurance policies shall name the City as an additional insured, by separate endorsement, and shall agree to defend and indemnify the City against loss arising from operations performed pursuant to this agreement and before permitting any Contractor or Subcontractors to perform work pursuant to this agreement, the Developer shall require Contractor or Subcontractors to furnish satisfactory proof that insurance has been taken out and is maintained similar to that provided by the Developer as it may be applied to the Contractor's or Subcontractor's work.

(g) Interpretation/Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and City, and any rule or presumption that ambiguities shall be construed against the drafting Party shall not apply to the interpretation or enforcement of this Agreement. The standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of City. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

(h) Notices.

(1) All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed, via first class mail, to the respective Party at the below listed address. Notice shall be deemed effective and received five days after the date of mailing or upon personal delivery.

If to City: City Clerk
17575 Peak Avenue
Morgan Hill, CA 95037
Tel: (408) 779-7259
Fax: (408) 779-3117

With a Copy To: City Attorney
17575 Peak Avenue
Morgan Hill, CA 95037
Tel: (408) 779-7271
Fax: (408) 779-1592

If to Developer: Dave Bigley
UHC 00661, LP
2000 E. Fourth Street #205
Tel: (714) 835-3955
Fax: (714) 835-3275

With a Copy To:

(2) Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to the Developer as required by this Agreement shall also be given to any lender which requests that such notice be provided. Any lender requesting receipt of such notice shall furnish in writing its address to the Parties to this Agreement.

(i) Recordation. The Clerk of the City shall record, within ten (10) days after the Effective Date, a copy of this Agreement in the Official Records of the Recorder's Office of Santa Clara County. Developer shall be responsible for all recordation fees, if any.

(j) Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

(k) Jurisdiction. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed pursuant to the laws of the State of California.

(l) Entire Agreement. This Agreement, including these pages and all the exhibits (set forth below) inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

(m) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement may be executed in multiple originals, each of which is deemed to be an original.

(n) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

(o) Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A Legal Description of Lot on Which Project is to be Located.

Exhibit B Description of Project.

Exhibit C RDCS Specific Restrictions and Requirements.

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first hereinabove written.

CITY OF MORGAN HILL:

DEVELOPER:

s/ _____

s/ _____

Christina J. Turner
City Manager

Name/Title [print]

Date: _____

*Corporate entities must provide a
second signature:*

s/ _____

Attest:

s/ _____

Name/Title [print]

Date: _____

Deputy City Clerk

Approved as to Form:

s/ _____

Donald A. Larkin
City Attorney
Date: _____

**(ALL SIGNATURES, EXCEPT CITY CLERK AND CITY ATTORNEY,
MUST BE ACKNOWLEDGED BY A NOTARY)**

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY ON WHICH
PROJECT IS BE LOCATED

For APN/Parcel ID(s): 817-36-032 and 817-36-033

The land referred to herein below is situated in the City of Morgan Hill, County of Santa Clara, State of California and is described as follows:

Parcel One:

All of Remainder 'A', as shown on that certain Map entitled "Tract No. 9887 Rancho Del Pueblo-Monterey Station", which was filed in the office of the Recorder of the County of Santa Clara, State of California on June 29, 2007 in Book 815 of Maps, at Pages 41, 42, 43 and 44.

Parcel Two:

All of Remainder 'B', as shown on that certain Map entitled "Tract No. 9887 Rancho Del Pueblo-Monterey Station", which was filed in the office of the Recorder of the County of Santa Clara, State of California on June 29, 2007, in Book 815 of Maps, at Pages 41, 42, 43 and 44.

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

EXHIBIT B**DESCRIPTION OF PROJECT****CROSSINGS ON MONTEREY**

MC-14-17 Monterey-UHC

FY 2016-2017: Seven (7) Building Allotments

Exercise of Allotment deadline December 30, 2018

MC-15-14 Monterey-UHC

FY2017-2018: Thirty-two (32) Building Allotments

Exercise of Allotment deadline December 30, 2018

Attachment: Development Agreement Resolution [Revision 2] (1611 : UHC- Zoning Amendment/DA)

EXHIBIT C

SPECIFIC RESTRICTIONS AND REQUIREMENTS

(INCLUDING RDCS REQUIREMENTS)

The following restriction and requirements apply to the Development proposed in the RDCS applications MC-14-17 and MC-15-14 Monterey-UHC and shall apply to that portion of the Property included in the said phases of the development on the Property. The following chart describes the applicable reference in the Morgan Hill Municipal Code to the requirement, a description of the commitments specific to the Project, the requirement timing of the implementation and the total estimated costs of improvement or applicable fee commitment. These commitments are IN ADDITION to any mitigation requirements pursuant to CEQA, impact fees, in-lieu fees or other requirements pursuant to federal or state laws, or the Morgan Hill Municipal Code (See Section 2.03 of the Agreement)

*Contribution estimates may require augmentation for the completion of improvements. Impact fees are subject to the provisions of Section 2.03 (b) of this Agreement.

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
	Public Schools			
B.1	Developer Fees	\$825 per unit	Prior to issuance of building permits for each unit.	\$32,175
B.4	Off-site pedestrian safety improvements			N/A
	Open Space			
B.1.a	Open space buffer (freeway/arterials)			N/A
B.1.b	Common useable open space	Private usable open space is provided with tot lot and picnic area with shade trellis.	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.c	Convenient access to amenities			N/A
B.1.d	Accessibility to parks/open space			N/A
B.1.e	Access to existing/proposed parks outside project boundaries			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.1.f	Private usable open space for 75% or 100% (single-family attached projects)			N/A
B.1.g	Dual purpose open space (storm water detention)			N/A
B.1.h	Historical sites and landmarks			N/A
B.3	Shared open space (downtown vertical mixed projects)			N/A
B.4.a	TDC for projects (<20% slope)			N/A
B.4.b	TDC for projects (>25 units)			N/A
B.4.c	TDC for projects zoned R-2 or R-3	Affordable project. Applicant commits to purchase double TDC's or in lieu of a TDC commitment, applicant agrees to pay double the Open Space fee.	Prior to the final building inspection for each unit.	\$13,880 per unit = \$541,320
	Orderly and Contiguous Development			
B.2	Fills in existing utility lines			N/A
	Public Facilities			
B.2.a	Grids water			N/A
B.2.b	Drainage concept consistent with City's storm drain system			N/A
B.2.c	Storm drain lines constructed within paved area of the street	Project storm drain lines that are to be maintained by the city will be constructed entirely within the paved area of the street, or in a location acceptable to the Director of Public Works.	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.d	No on-site detention pond or open space retention areas required			N/A
B.2.e	Provides municipal water well			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.2.f	Excess public improvements	The project will provide public improvements at a cost of \$4,400 per unit. Public improvements shall be determined and approved by Public Works.	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	\$171,600
B.2.g	Contribution to RDCS Capital Improvements fund	Applicant will contribute \$1,100 per unit to the RDCS Capital Improvements fund.	Prior to the final building inspection for each unit.	\$42,900
	Parks and Paths			
B.1	Park in-lieu fee (<50 units)	The project shall pay an in-lieu fee consistent with the requirements contained in Chapter 17.28 of the Municipal Code.	Prior to the final building inspection for each unit.	N/A
B.2	On-site recreational amenities	Project shall provide: a cabana or shade trellis area; a recreation hall/community room; and a tot lot with a minimum of three age appropriate activities.	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.3	Bicycle/equestrian/pedestrian paths			N/A
B.4	Pedestrian connections (Downtown)			N/A
B.5	On-site/off-site neighborhood or public park (<150 units)			N/A
B.6	Additional park fees (in-lieu fee)			N/A
B.7	Additional park fees (in-lieu fee) for projects (>50 units)			N/A
B.8	Dedication of land			N/A
	Housing Needs			
B.1	15% Granny units or R-2 projects 10%-25% single family units			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.2.a	Standard Housing Fee			N/A
B.2.b	Double Housing Fee			N/A
B.2.c	Double Housing Fee and 20% dwellings with 2 nd dwellings			N/A
B.3.a	Affordable Units for Sale or Rent	Meets criteria as a 100% affordable development. 17.95% of the units will be at Extremely Low Income. 61.55% of the units will be at Very Low Income, and 20.50% will be at low income	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.3.b	Downtown overall affordability			N/A
B.3.c	Multi-family rental project (>150 units)			N/A
B.4	Joint Venture BMR units			N/A
B.5	Multi-family rental with 50% enclosed garages			N/A
	Housing Types			
B.1.a	Diversity of housing	100% rental		N/A
B.1.b	10% detached units (R-2), 10% attached units (R-1), 10% ownership (R-3)			N/A
B.2.a	Economic diversity	17.95% of the units will be at Extremely Low Income. 61.55% of the units will be at Very Low Income, and 20.50% will be at low income	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.2.b	10% units affordable (>150 units)			N/A
B.3.a	Housing variation- single-family			N/A
B.3.b	Housing variation- Multi-family			N/A
B.3.c	Housing variation-Vertical mixed use			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.4	25% visitability accessible units	Ground floor - 11 units or 28% accessible. Upper floors are serviced by an elevator to equal 100% of units accessible.	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
	Quality of Construction Standards			
B.1.a	OSB/Plywood wrap	Yes		N/A
B.1.b	Foundations	Yes		N/A
B.1.c	Wallboard	Yes		N/A
B.1.d	Electrical raceway	Yes		N/A
B.1.e	Storm doors	No		N/A
B.1.f	90% high efficiency fan forced heating	No		N/A
B.1.g	Zoned heating and air conditioning	No		N/A
B.1.h	Multiple efficiency improvements	Yes		N/A
	Lot Layout and Orientation			
B.1.a	Complies with Zone District	Project will not require any deviations from the lot size and dimensions and setback standards of the base zoning district. The project is considered an affordable housing project under state law and can request a concession to deviate from the City's development standards. The project requests concessions for the front setback and the height requirement.	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.1.b	Excess side yard setbacks	The zoning is CC-R. The minimum setback has been provided. Project does not create deep narrow lots and provides side yard setback of 30 feet, minimum required is 5 feet in CC-R	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	NA

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.1.c	Separation of buildings	Building provides side yard setback in excess of 20% (5 ft min, providing 30 ft)	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	NA
B.1.d	Avoids sound walls	Project has been designed without a sound wall along an arterial. [Monterey Road]	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.1.e	Avoids driveways greater than 150 feet	Driveways less than 150, project assessable from Monterey Road and Bisceglia Avenue		N/A
B.1.f	Transition of lot sizes	Buildings in proper scale with existing improvements and similar zoning/product proposed along Monterey Road Corridor		N/A
B.1.g	Above average lot layouts	Request above average for one point		N/A
B.1.h	Project design	Single building, no repeat factor	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.2.a	Continuous park/open space	Tot lot in open space area conveniently located within development	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.2.b	Enhance neighborhood security	The building has four access points, each access point is visible from Public Right of Way or onsite parking lot.		N/A
B.3.a	Front setback variation			N/A
B.3.b	Rear setback variation			N/A
B.3.c	Lot width variation			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.3.d	Garage placement variation (single family and multi-family)	Parking lot and carport are behind building and not seen from the Public ROW (Monterey Road and Bisceglia Avenue)		N/A
B.3.e	Garage placement variation (multi-family)	Building articulated from Public ROW (Monterey Road and Bisceglia Avenue)		N/A
B.3.f	Building articulation (multi-family)			N/A
B.3.g	Unit entries			N/A
B.3.h	Garage door width			N/A
B.4	Noise reduction	Project to install sound insulation board, AC units to be on the roof	Shall be shown on the building permit plans and shall be verified prior to the final building inspection for the final unit.	N/A
B.5	Second story articulation (Downtown/multi-family)	Multi-family project. Second story has balconies and 3 feet articulation or more	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.6	Building to Building variation (Downtown/multi-family)	Building will have siding, decorative screening, and moldings around windows on all four sides	Shall be shown on building permit plans and complete prior to the final building inspection for the final unit.	N/A
B.7	Shared parking (Downtown/multi-family)	The rear parking lots not visible from Public Right of Way (Monterey Road and Bisceglia Avenue)		N/A
	Circulation Efficiency			
B.1.a	Future street extensions			N/A
B.1.b	Future drive aisle extensions			N/A
B.1.c	Eliminates stub or substandard streets			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.1.d	Avoids short blocks			N/A
B.1.e	Backout distance			N/A
B.2.a	Two access points			N/A
B.2.b	Avoids long cul-de-sacs			N/A
B.2.c	Detached sidewalks	Project proposes detached sidewalks along Bisceglia Avenue	Shall provide on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.d	Facilitates emergency response	Project configuration will provide for adequate circulation for emergency response and police patrol.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.e	Provides public parking in Downtown			N/A
B.3.a	Converts lighting			N/A
B.3.b	Converts lighting (Downtown and R-3)	Project zoned CC-R, with density of R3, will convert two lights per unit	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	78 lights converted
B.4	General Community Benefit	Project will contribute to improve existing streets \$2,200/unit	Prior to the final building inspection for each unit.	\$85,800
B.5.a	Mid-block pedestrian connections (Downtown)			N/A
B.5.b	Project entries (Downtown)			N/A
B.5.c	Closes gaps (Downtown)			N/A
B.5.d	Bicycle parking (Downtown)			N/A
B.6	Lighted circulation map (R-3 or mixed use)	Will provide detailed and lighted circulation map per criterion	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
	Safety and Security			
B.1.a	Fire proof safe	Project will install fire a proof safe, bolted to the floor in each unit	Prior to the final building inspection for each unit.	N/A
B.1.b	First aid kit	Will provide first aid kit and poison control in kitchen of each unit	Prior to the final building inspection for each unit.	N/A
B.1.c	Fire protection device			N/A
B.1.d	Outdoor lighting	Will provide outdoor lighting on all units to meet all Police Department specifications	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.e	Pedestrian scale lighting (Multi-family)	Applicant commits to installing pedestrian scaled lighting along walkways and in common areas. Applicant will not utilize bollard style lighting.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.f	Illuminated address numbers	Applicant commits to installing lighted address numbers on each building and illuminated unit numbers. Applicant commits to installing painted reflective curb numbers where possible.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.g	Intrusion protection device			
B.1.h	Parks with lighting	Will provide lighting at 1.5 foot candles at common areas on site	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.i	Covered bicycle parking (Multi-family)			
B.1.j	Security Cameras	Applicant commits to installing security cameras to monitor common areas such as laundry, parking and recreational areas/halls. Applicant commits to	Prior to the final building inspection for the final unit.	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
		connecting security camera to DVR to maintain recordings for a minimum of 7 days.		
B.1.k	Illuminated pathways/walkways	All pathways will be illuminated to 1 candle foot	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2	Crime Prevention through Environmental Design (CPTED)	Project designed to provide natural surveillance. Open space, courtyards are visible by surrounding and upstairs units. Managers office located next to community room and laundry room.		N/A
B.3	Lockable hardware			N/A
B.4	Central Monitoring	Project will install fire alarm system without central monitoring and no intrusion system	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.5	Neighborhood emergency preparedness	Applicant commits to establishing a Neighborhood Preparedness Program administered through the Property Management Company. Applicant will direct property manager to contact Office of Emergency Services within 180 days of first five homeowners taking occupancy to schedule a resident meeting.	Shall be verified prior to the final building inspection for each unit.	N/A
B.6	Neighborhood "Watch Program"	Property Management to enact neighborhood watch program per criterion	Shall be verified prior to the final inspection for each unit.	N/A
	Landscaping, Screening and Color			
B.1.a	Twenty-four inch box trees	Project will provide one 24" box tree	Shall be shown on building permit	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
		for every 10 trees provided in the landscaped area	plans prior to approval and complete prior to the final building inspection for the final unit.	
B.1.b	Planting around off-street parking			N/A
B.1.c	Varied front yard landscaping	Project will provide varied landscaping installed along the project frontage in front of buildings and in the interior areas.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.1.d	Street Tree Master Plan			N/A
B.2.a	Pervious hardscape cover	The project has committed to B.2.a by installing pervious hardscape (minimum 15% of the landscape area).	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.b	Low to moderate water use	Low to moderate water use plants will be using in landscaped areas	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.c	Existing water supply (off-site irrigation well)			N/A
B.3	Overall Landscaping			N/A
B.4	Underground retention	Project proposes pervious pavement in parking stalls to reduce storm water runoff. The soil is class B type (highly permeable) per SCVURPPP soil classification	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.5	Building color (Downtown)			N/A
	Natural and Environmental Features			
B.1	Site Grading			N/A
B.2.a	Solar Water heating	Yes	Shall be shown on building permit plans prior to approval and	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
			complete prior to the final building inspection for the final unit.	
B.2.b	Solar photovoltaic panels (50%			N/A
B.2.c	Solar photovoltaic panels (60%)			N/A
B.2.d	Solar photovoltaic panels (70%)			N/A
B.2.e	Solar photovoltaic panels (80%)			N/A
B.2.f	Solar photovoltaic panels for club house	Yes	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.g	Exceeds Title 24	5%	Shall be shown on building permit plans prior to approval and verified with final building inspection.	N/A
B.2.h	Build It Green	Yes	Shall be shown on building permit plans prior to approval and verified with final building inspection.	N/A
B.2.i	220 Volt outlet			N/A
B.2.j.1	Community pool solar water heater			N/A
B.2.j.2	Community pool salt-chlorinator			N/A
	Livable Communities			
B.2.a	Bus shelters, benches, street sections	Project to install bus pad at the existing bus stop per VTAs recommendation. Applicant will provide as required by VTA to fullest extent of VTA request to yield maximum points.	Shall be shown on improvement plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.2.b	School bus benches and shelter			N/A
B.4	Vertical Mixes Use			N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution
B.5	Builds to Planned Density	Project proposes to build above the density range using the density bonus provisions for affordable housing.		N/A
B.6	Architectural variation	All units have a porch or balconies. Provides different roof elements - dormer and gable roof ends are represented in the building architecture. Building is well articulated both vertically and horizontally to break up the massing. The shingle style architecture is consistent with a number of adjacent homes to the east. Building conforms to R3 product required per base zoning on this site. Project provides a consistent level of architectural relief and third dimensional design elements with architectural detailing, finishes, and colors which are consistent on all sides of the building. Building utilize balconies, covered porches, and dormer elements on front and rear elevations.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.7	Maximizes privacy	Project provides privacy such that windows do not face porch, patio, or balcony of adjacent unit.	Shall be shown on building permit plans prior to approval and complete prior to the final building inspection for the final unit.	N/A
B.8	Washer and dryers (Multi-family)			N/A

Crossings on Monterey

MORGAN HILL , CA



LIST OF EXHIBITS

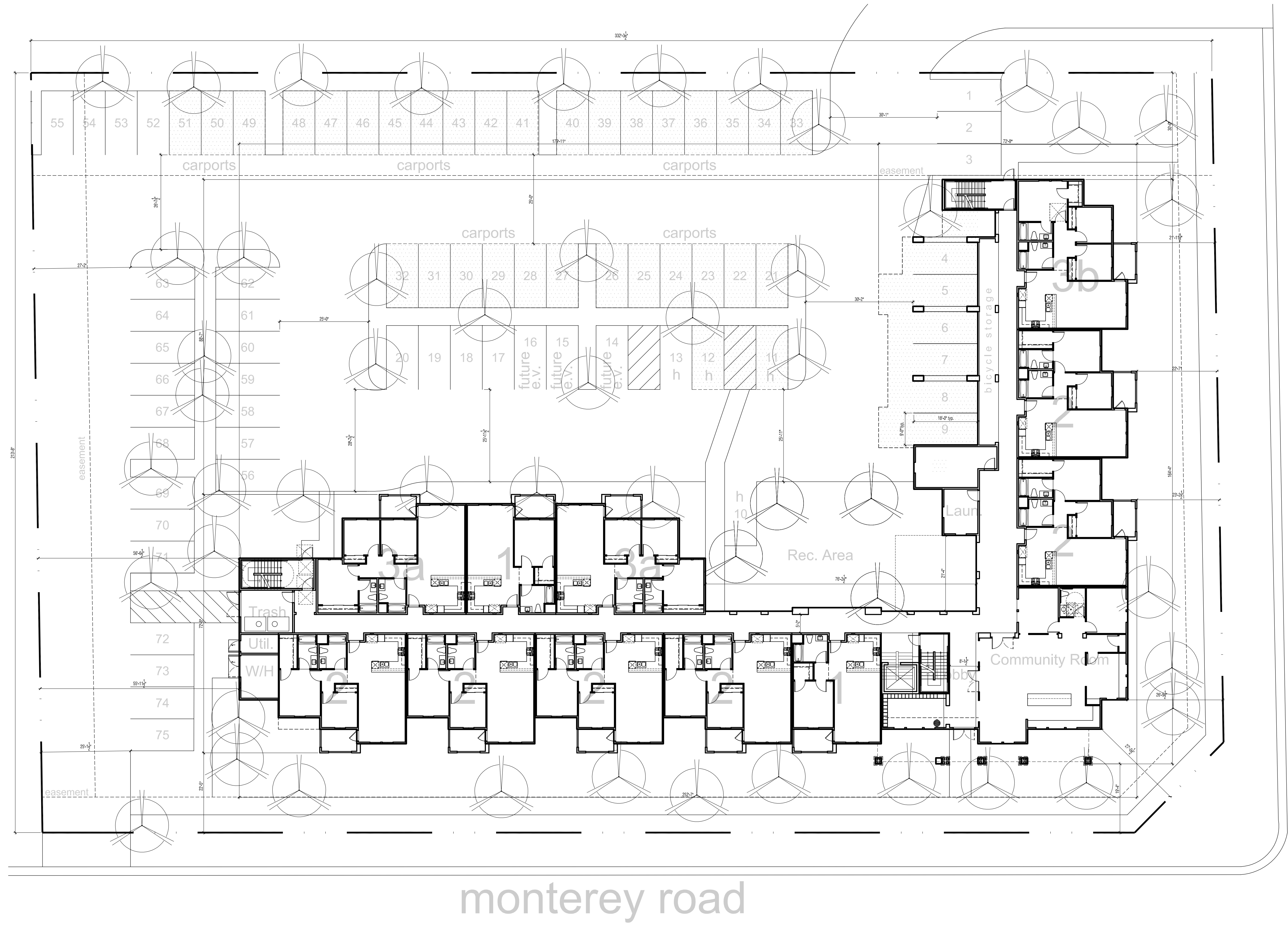
SITE PLAN	SP.1	COVER SHEET	C.1
FLOOR PLAN FIRST LEVEL.....	A.1	PROJECT NOTES	C.2
FLOOR PLAN SECOND LEVEL	A.2	GRADING AND DRAINAGE PLAN.....	C.3
FLOOR PLAN THIRD LEVEL.....	A.3	DETAILS	C.4
ROOF PLAN	A.4	DETAILS	C.5
UNIT PLANS	A.5	EROSION CONTROL PLAN	C.6
AMENITIES	A.6	EROSION CONTROL DETAILS.....	C.7
BUILDING ELEVATIONS	A.7	STORMWATER CONTROL PLAN	C.8
BUILDING ELEVATIONS	A.8		
COLOR & MATERIALS.....	A.9		



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project summary

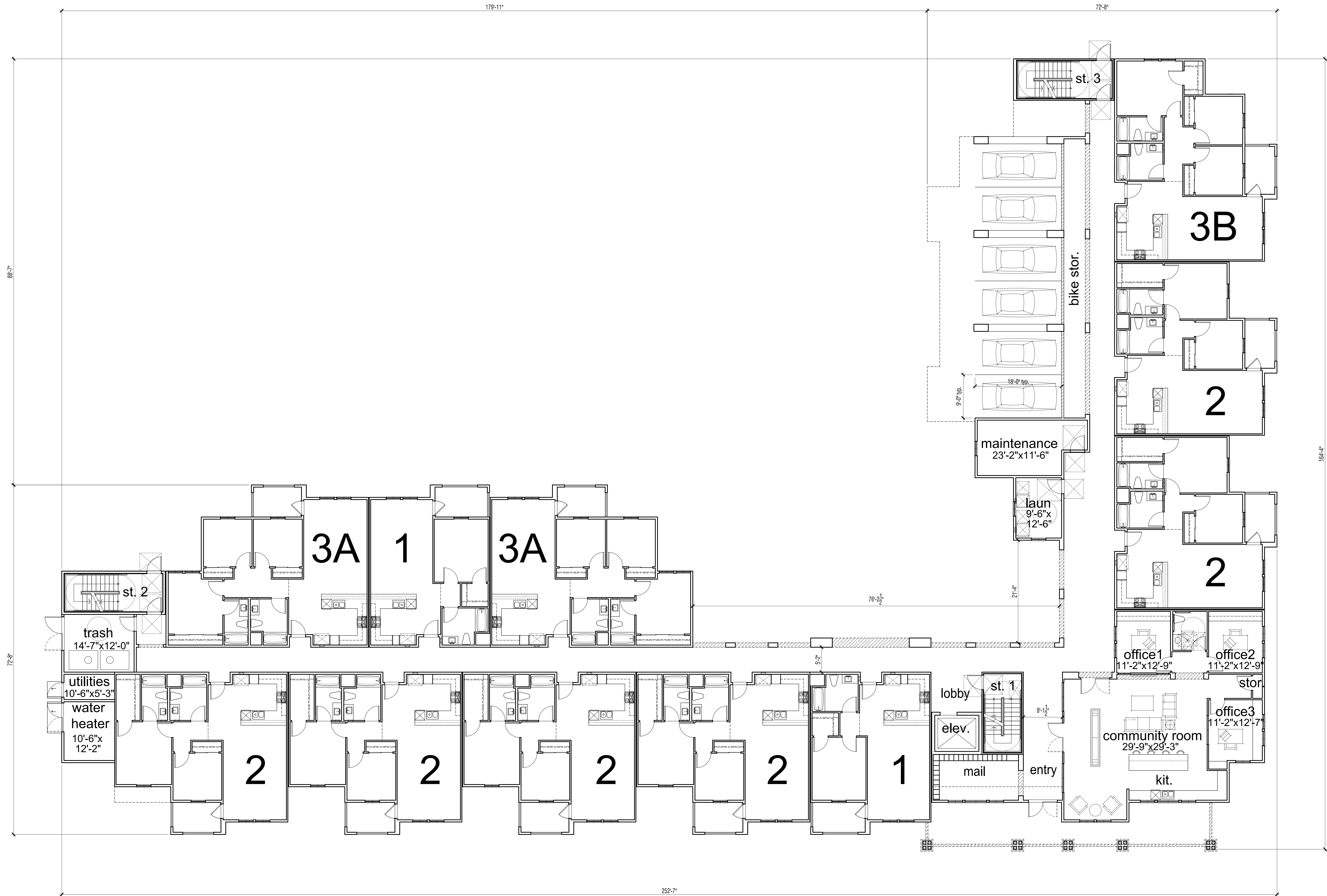
site area	1.623 acres gross (70.731sf)
total units	39
density	24 u/a
unit mix	6 one bedrooms 18 two bedrooms 15 three bedrooms
buildings	family apartments three story on grade on grade parking 1457 sf community room (ground floor)
parking	75 spaces provided • 39 covered (resident) • 2 accessible spaces • 36 uncovered (visitor) • 2 accessible spaces • 3 future E.V. spaces

SITE PLAN

CROSSINGS ON MONTEREY
MORGAN HILL, CA

- Notes:
1. Site plan is for conceptual purposes only.
 2. Site plan must be reviewed by planning, building, and fire departments for code compliance.
 3. Base information is per civil engineer.
 4. Civil engineer to verify all setbacks and grading information.
 5. Building footprints might change due to the final design elevation style.
 6. Open space area is subject to change due to the balcony design of the elevation.
 7. Building setbacks are measured from property lines to building foundation lines.





FLOOR PLAN | First Level

CROSSINGS ON MONTEREY

MORGAN HILL, CA



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A.1
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Attachment: Conceptual Development Plans (S&L1: UHC-Zoning AmendmentD4)



FLOOR PLAN | Second Level

CROSSINGS ON MONTEREY

MORGAN HILL, CA



A.2

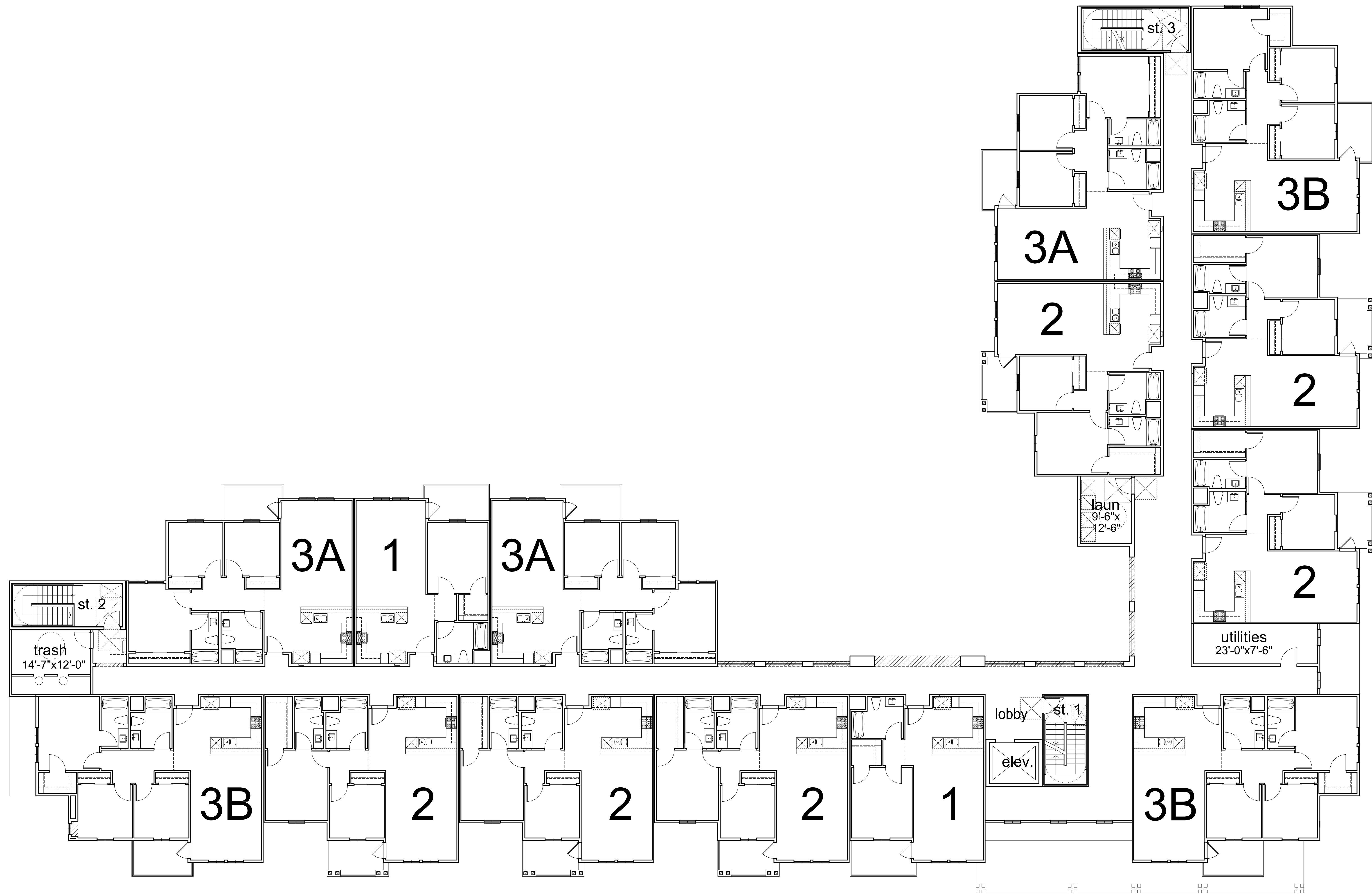
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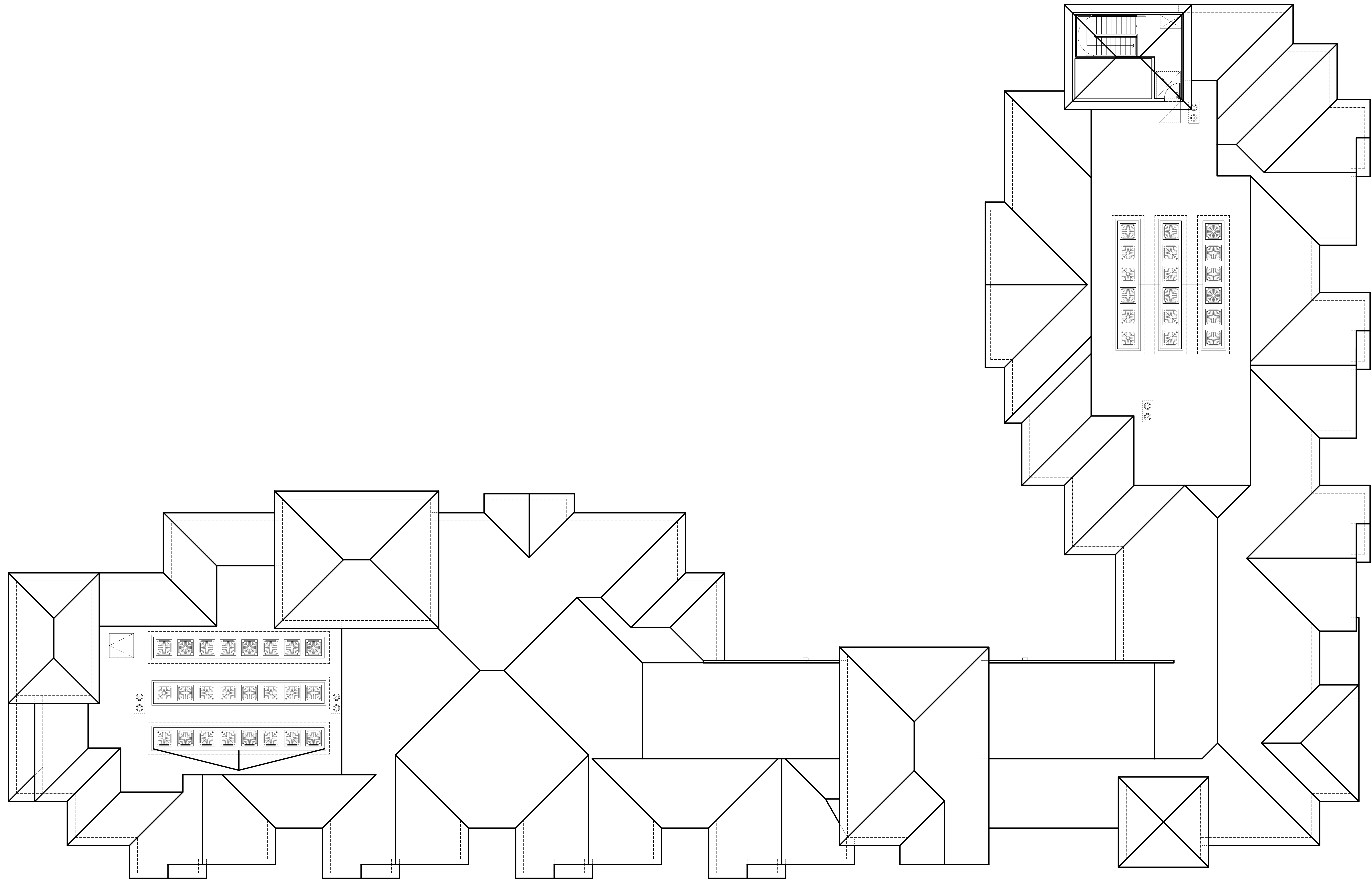
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FLOOR PLAN | Third Level

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MORGAN HILL, CA



ROOF PLAN

CROSSINGS ON MONTEREY

MORGAN HILL, CA



A.4
0 2 4 8

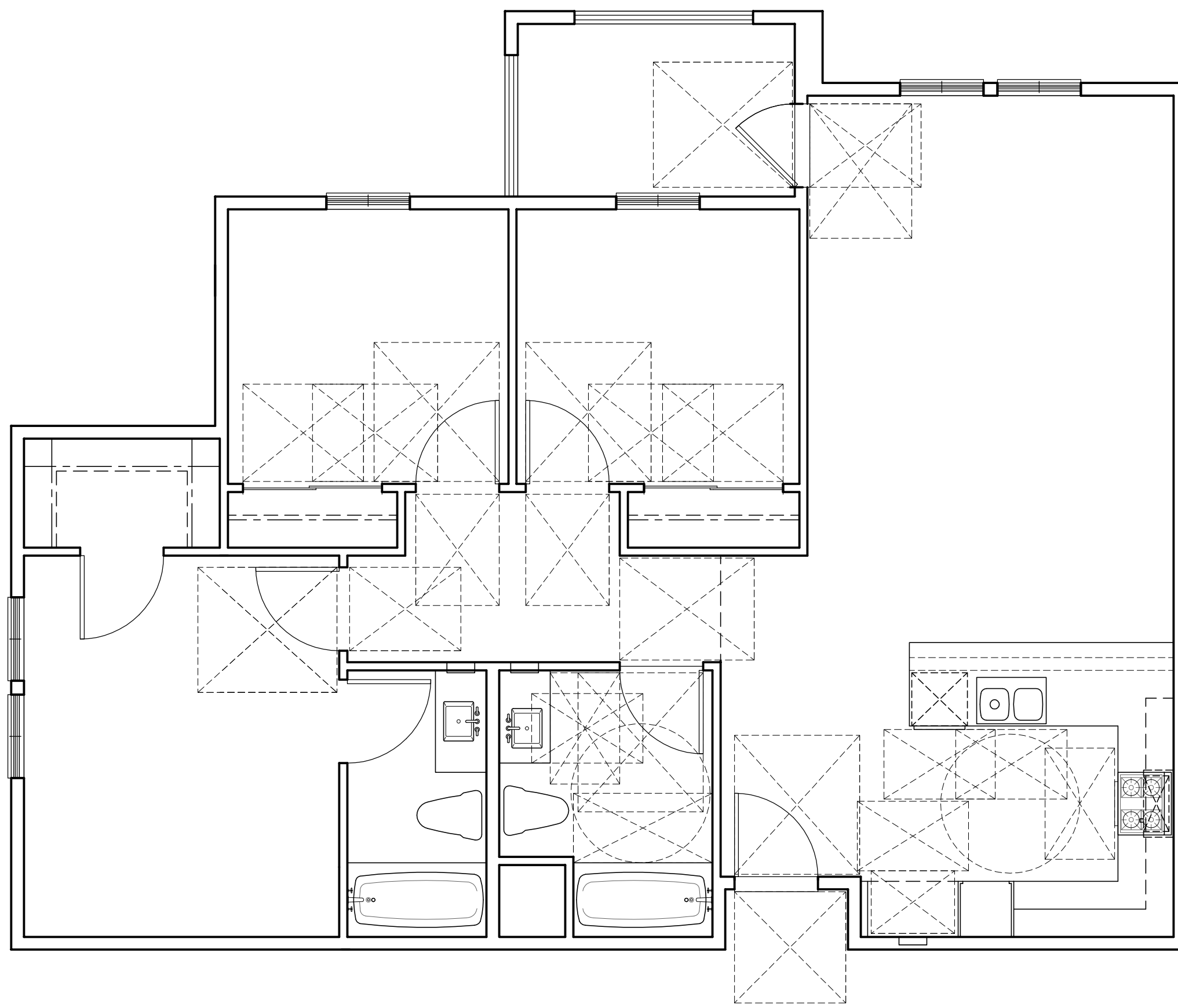
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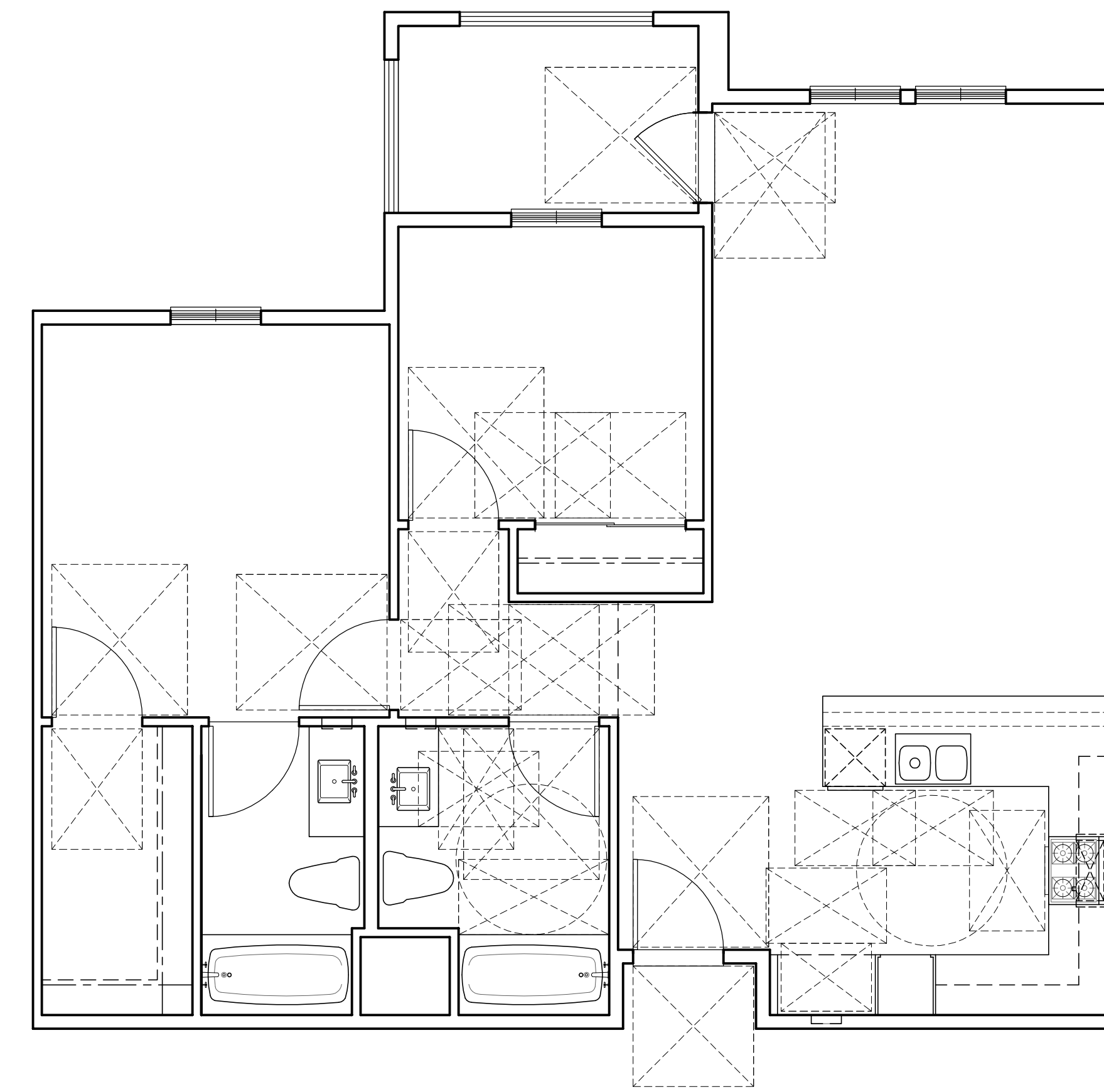
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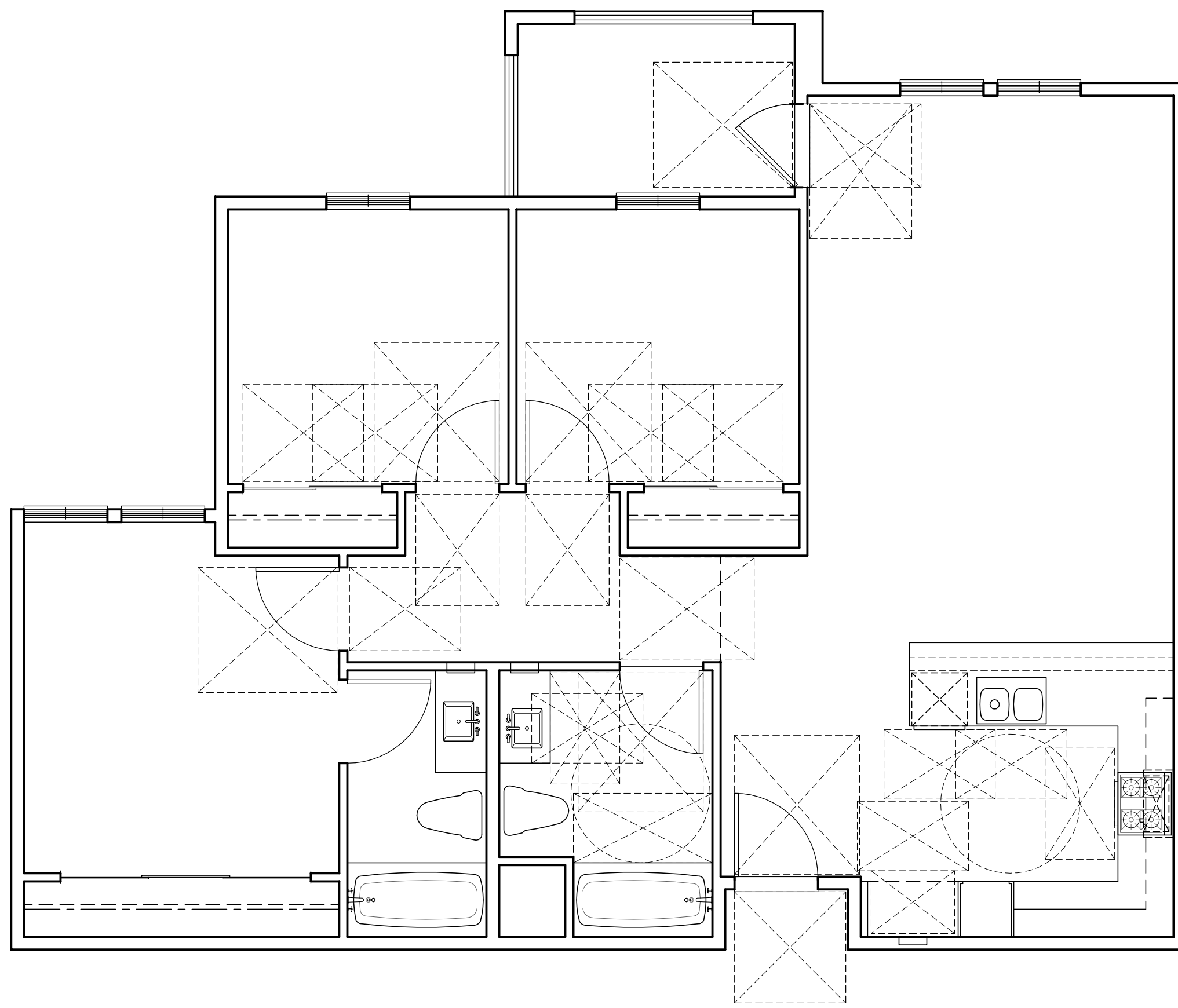
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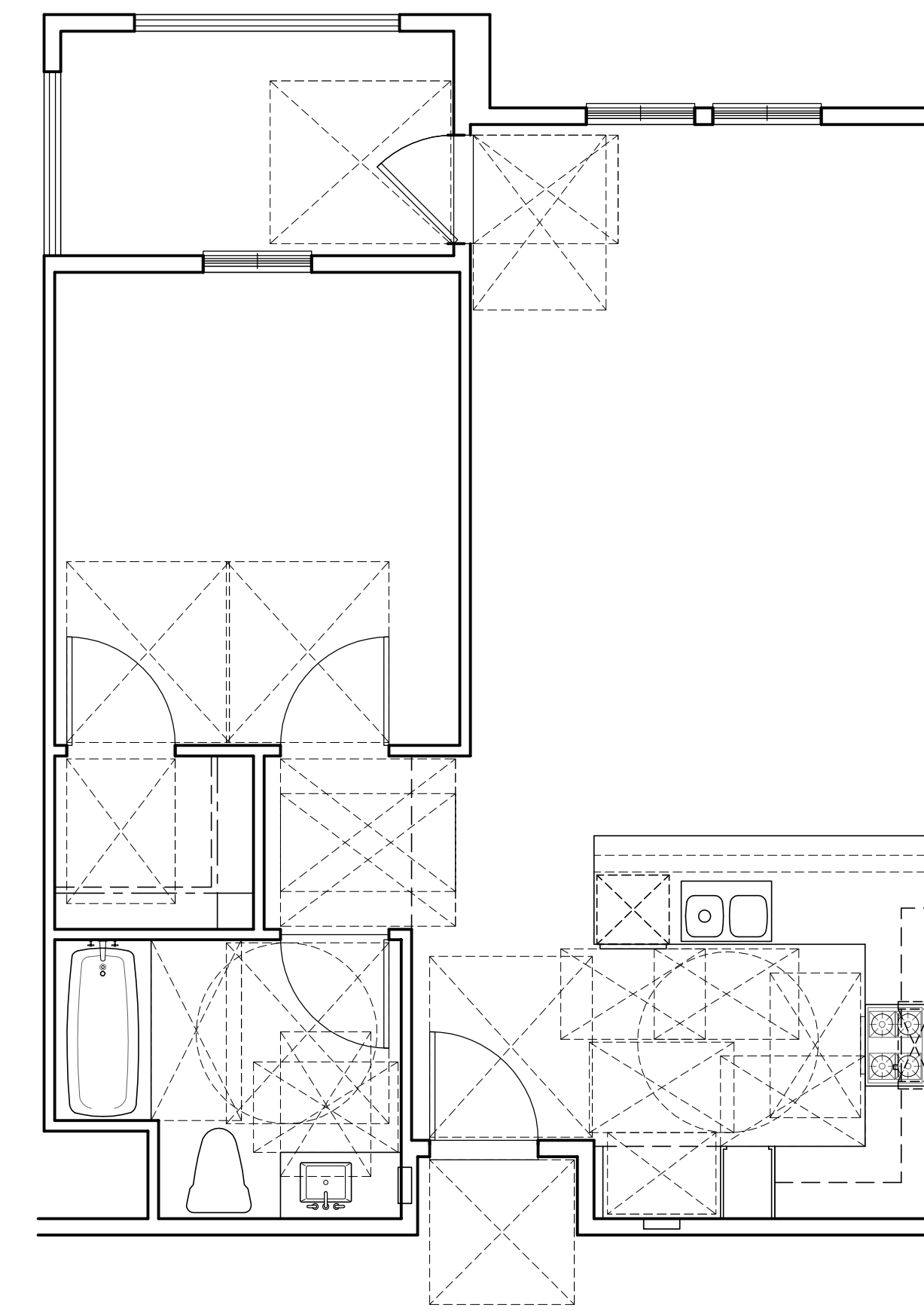
Plan 3B
3 BEDRM | 2 BA
1122 SF GROSS
1054 SF LIVING + 68 SF PATIO



Plan 2
2 BEDRM | 2 BA
988 SF GROSS
920 SF LIVING + 68 SF PATIO



Plan 3A
3 BEDRM | 2 BA
1100 SF GROSS
1032 SF LIVING + 68 SF PATIO



Plan 1
1 BEDRM | 1 BA
746 SF GROSS
672 SF LIVING + 74 SF PATIO

UNIT PLANS

CROSSINGS ON MONTEREY

MORGAN HILL, CA



A.5
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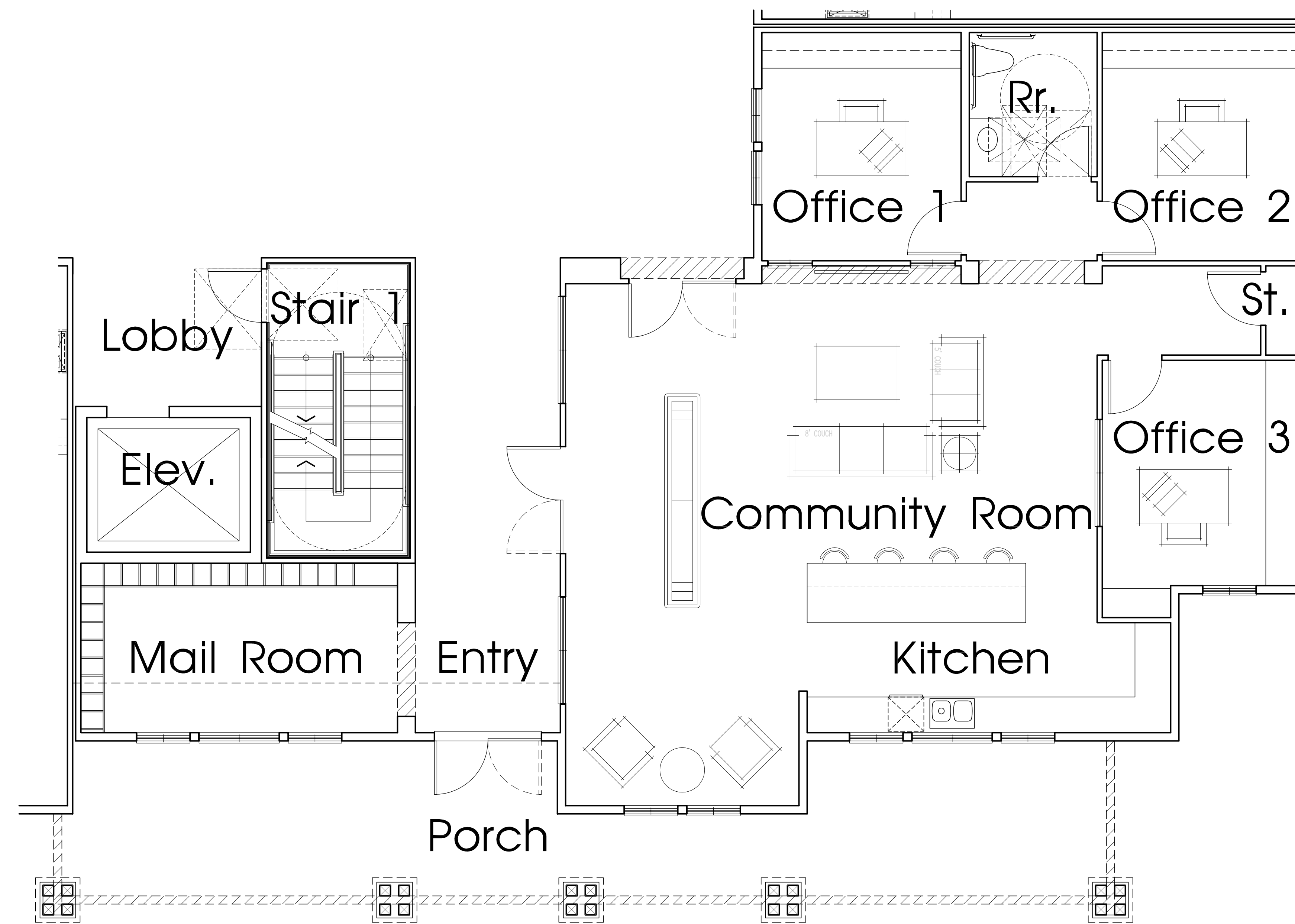
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Community Room/ Offices
COMMON SPACE | 3 OFFICE | KITCHEN | BA
1457 SF GROSS

AMENITIES

CROSSINGS ON MONTEREY

MORGAN HILL, CA



A.6
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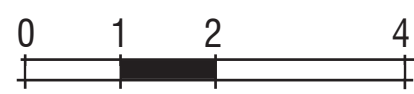
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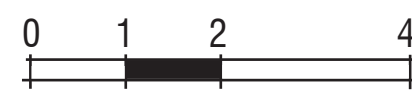
ORANGE COUNTY . LOS ANGELES . BAY AREA



Left Corner Enlargement



Right Corner Enlargement



MATERIAL STYLE NAME: ABSTRACT CRAFTSMAN PLAN 2 PLAN 2 PLAN 2 PLAN 2 PLAN 1 LOBBY COMMUNITY ROOM 0 2 4 8

Front Elevation

- | | |
|---------------------|--|
| Roof: | Composite Shingles Roof |
| Fascia: | 2X6 Wood Fascia |
| Barge: | Wood Barge Board |
| Gable: | Siding with Board + Batts / Awning with Brackets |
| Exterior: | Stucco with Board + Batts Siding / Horizontal Siding |
| Window & Door Trim: | Foam and Wood Trim |
| Railing: | Horizontal Metal Railing |
| Entry Door: | Decorative Front Entry Door |

Building Elevations

CROSSINGS ON MONTEREY

MORGAN HILL, CA



A.7

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Right Elevation



Left Elevation



Rear Elevation

Building Elevations

CROSSINGS ON MONTEREY

MORGAN HILL, CA



A.8
0 2 4 8

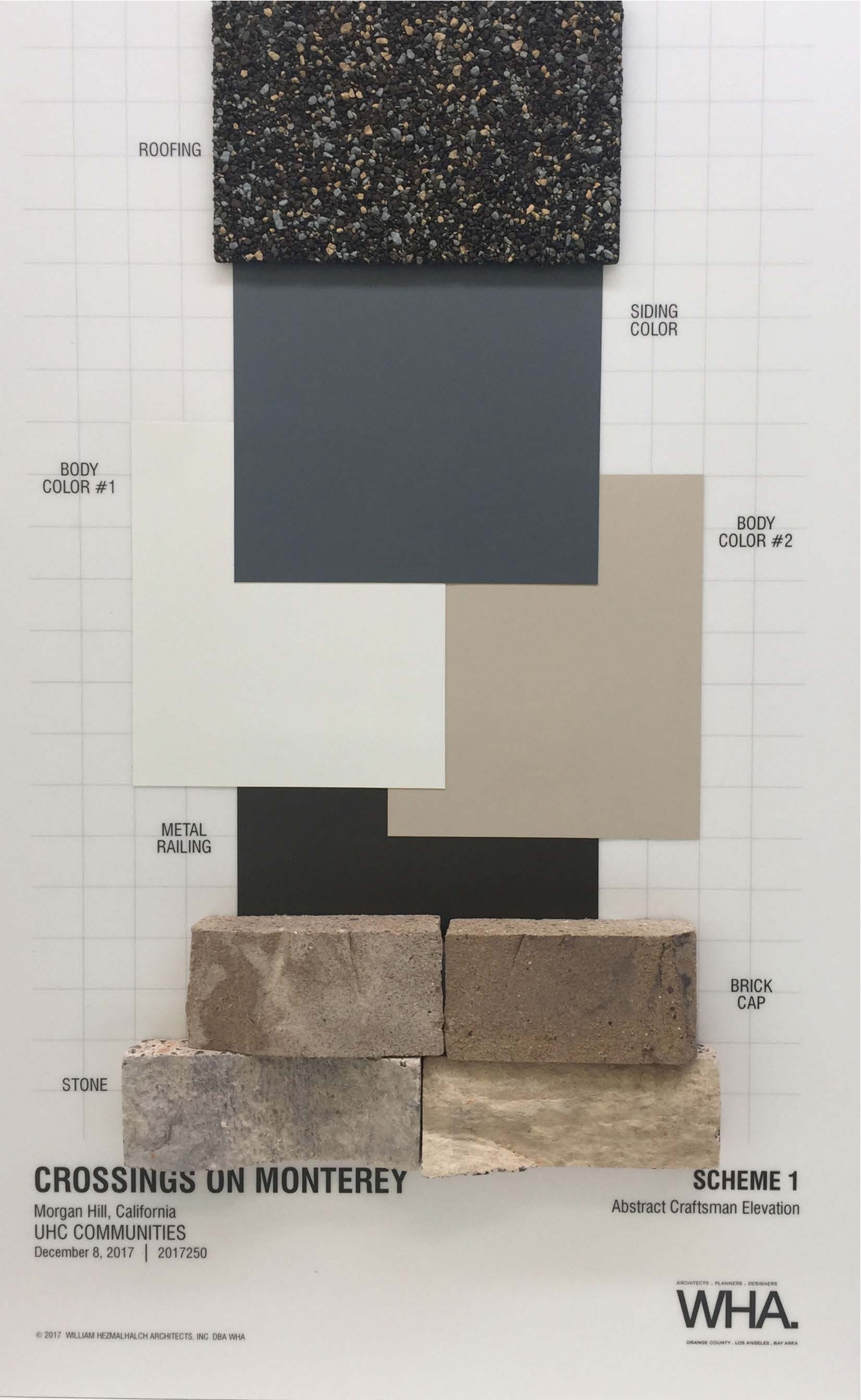
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CROSSINGS ON MONTEREY

Morgan Hill, California
UHC COMMUNITIES
December 8, 2017 | 2017250
PAGE 1 OF 1

Exterior Color & Materials

SCHEME 1 OF 1

ABSTRACT CRAFTSMAN ELEVATION

Material	Color	Manufacturer
Roofing: Composition Asphalt Shingles	Sagewood (Timberland HD - California Cool Series)	GAF
Vinyl Windows <i>(factory finish)</i>	White	TBD
Brick Cap <i>(standard raked joints)</i>	Aspen Grove	H.C. Muddox
Manufactured Stone <i>(dry-stack joints)</i>	Clearwater Rustic Ledge	Eldorado
Mortar @ Brick Cap	Light Khaki	Orco
Siding Color <i>(applied to):</i> Corner Boards Lap Siding	SW 7665 Wall Street	Sherwin Williams
Body Color #1 <i>(applied to):</i> Barge Boards Board & Battens Braces Corner Boards Eaves Fascia Outlookers Posts Secondary Doors Stucco Trim	SW 7005 Pure White	Sherwin Williams
Body Color #2 <i>(applied to):</i> Stucco	SW 9173 Shiitake	Sherwin Williams
Metal Railing	SW 7020 Black Fox	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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Color & Materials

CROSSINGS ON MONTEREY

MORGAN HILL, CA

CITY OF MORGAN HILL GENERAL NOTES:

1. TEMPORARY BENCH MARK – BASED ON A CITY APPROVED BENCHMARK AS SHOWN ON THESE PLANS.
2. ALL EXISTING ELEVATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR UNLESS OTHERWISE NOTED.
3. ALL SURVEY MONUMENTS SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE CORRESPONDING FINAL MAP BEFORE ACCEPTANCE OF THE SUBDIVISION.
4. CONTRACTOR SHALL NOT DESTROY EXISTING PERMANENT SURVEY MONUMENTS.
5. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF MORGAN HILL STANDARD DETAILS FOR CONSTRUCTION WHICH ARE HEREBY MADE A PART OF THESE PLANS. DEVIATIONS FROM THE STANDARD DETAILS MUST BE APPROVED BY THE CITY ENGINEER.
6. DEVELOPER SHALL ARRANGE FOR A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER (MUNICIPAL CODE 17.32.250B) PRIOR TO COMMENCING ANY CONSTRUCTION. AN ENCROACHMENT PERMIT SHALL BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT UPON COMPLETION OF SAID MEETING AND PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS WITHIN AN EXISTING OR OFFERED FOR DEDICATION RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT OR PUBLIC SERVICE EASEMENT.
7. A GRADING PERMIT SHALL BE OBTAINED FROM THE CITY OF MORGAN HILL BUILDING DIVISION PRIOR TO ANY GRADING OF BUILDING PADS. APPLICANT FOR THE GRADING PERMIT SHALL PROVIDE A PLAN REVIEW LETTER FROM THE SOILS ENGINEER. A GRADING PERMIT DOES NOT GIVE CONTRACTOR PERMISSION TO COMMENCE OFFSITE (STREET) GRADING. ONLY UPON CITY APPROVAL OF THE IMPROVEMENT PLANS AND COMPLETION OF A PRECONSTRUCTION MEETING, SHALL CONTRACTOR COMMENCE OFF-SITE GRADING.
8. CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK PHASE. AT THAT TIME AN "INSPECTION REQUEST FORM" SHALL BE COMPLETED TO ENSURE PROPER SCHEDULING OF AN INSPECTION WITH THE CITY ENGINEER'S REPRESENTATIVE.
9. CONTRACTOR SHALL PRESERVE ALL SURROUNDING PROPERTY BY CONFINING OPERATIONS TO WITHIN THE "LIMITS OF WORK". CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS FOR ALL ADJOINING RESIDENTS, PLACES OF BUSINESS, AND PROPERTIES AT ALL TIMES AND IN A SAFE MANNER. CONTRACTOR SHALL MAKE PROPER NOTIFICATION AT LEAST 24 HOURS IN ADVANCE OF ANY INTERRUPTION IN ACCESS OR SERVICE TO THE ABOVE PROPERTY OWNERS AS WELL AS TO THE CITY ENGINEER'S REPRESENTATIVE.
10. CONTRACTOR SHALL ONLY USE EQUIPMENT PROVIDED WITH A SPARK ARRESTOR DEVICE TO REDUCE A POTENTIAL FIRE HAZARD.
11. RIGHT OF MODIFICATION: APPROVAL OF THIS PLAN DOES NOT RELEASE SUBDIVIDER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSION, CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION, PUBLIC INTEREST REQUIRES A MODIFICATION OF OR A DEPARTURE FROM THESE IMPROVEMENT PLANS OR THE CITY STANDARD DETAILS FOR CONSTRUCTION, THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS AND DEPARTURES AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE.
12. OFF-SITE WATER & DUST CONTROL:
CONTRACTOR SHALL PROVIDE A WATER TRUCK ONSITE AT ALL TIMES. CONTRACTOR WILL BE ALLOWED TO DRAW WATER FROM THE CITY OF MORGAN HILL WATER DISTRIBUTION SYSTEM ONLY AFTER OBTAINING A HYDRANT METER FROM THE PUBLIC WORKS DEPARTMENT AND AN INSPECTION OF THE WATER TRUCK FOR A PROPER BACKFLOW DEVICE OR "AIR-GAP" FILLING PIPE. DEVELOPER HAS PAID FOR "OFF-SITE" CONSTRUCTION WATER WHICH SHALL NOT BE USED FOR BUILDING CONSTRUCTION. CONTRACTOR SHALL KEEP DUST FROM CONSTRUCTION ACTIVITY TO THE MAXIMUM EXTENT POSSIBLE. CONTRACTOR SHALL CLEAN ALL EXISTING STREETS, CURBS, GUTTERS, AND SIDEWALKS AFFECTED BY THE PROJECT AT THE END OF EACH WORKING DAY.
13. MATERIAL STORAGE:
NO MATERIAL SHALL BE STORED NEAR THE EDGE OF PAVEMENT, TRAVELED WAY, SIDEWALK, DRIVEWAY, OR SHOULDER LINE WHICH MAY CREATE A HAZARD FOR VEHICULAR AND PEDESTRIAN TRAFFIC.
14. TRAFFIC CONTROL:
CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL TO THE PUBLIC WORKS DEPARTMENT A MINIMUM OF 5 DAYS PRIOR TO ANY WORK WITHIN ANY EXISTING PUBLIC STREET. THE PLAN SHALL BE SIGNED BY A LICENSED TRAFFIC ENGINEER WHEN IT INVOLVES AN ARTERIAL STREET. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL IN ACCORDANCE WITH THE LATEST EDITION OF CALTRANS "MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS", WHILE WORKING WITHIN THE PUBLIC RIGHT-OF-WAY. TWO TRAFFIC LANES (10' MIN.) SHALL BE OPEN TO VEHICULAR TRAFFIC DURING ALL HOURS, WEEKENDS, AND HOLIDAYS. ONE LANE ONE WAY TRAFFIC, MAY BE PERMITTED UNDER THE CONTROL OF NOT LESS THAN 2 (TWO) COMPETENT FLAGMEN DURING CONSTRUCTION OPERATIONS. STREET CLOSURES AND DETOURS SHALL ONLY TAKE PLACE UPON CITY ENGINEER APPROVAL AND POLICE DEPARTMENT COORDINATION.
15. TRENCH EXCAVATION:
CONTRACTOR SHALL EXERCISE DILIGENCE IN REVIEWING THE APPROVED SOILS REPORT AND OTHER AVAILABLE RESOURCES TO FAMILIARIZE HIMSELF/HERSELF WITH THE SOIL CONDITIONS TO BE ENCOUNTERED IN THE COURSE OF WORK IDENTIFIED IN THESE PLANS. CONTRACTOR SHALL NOT CAUSE DAMAGE TO ADJACENT TREES OR EXISTING STRUCTURES ABOVE OR BELOW GRADE DURING TRENCH EXCAVATION. ALL ROCKS, BOULDERS, AND LARGE STONES ENCOUNTERED SHALL BE REMOVED TO PROVIDE A CLEARANCE OF 6 INCHES AROUND THE PIPE. THE TRENCH BOTTOM SHALL BE REFILLED TO GRADE WITH SAND, PEA GRAVEL, OR OTHER APPROVED GRANULAR MATERIAL. CLEAN 1/4" OR 1/2" PEA GRAVEL SHALL BE USED IN AREAS OF MOIST CONDITION, OR WHERE THE SOIL HAS A HISTORY OF SUBSURFACE WATER. IF THE BOTTOM OF THE TRENCH IS FOUND TO CONSIST OF WET OR UNSTABLE MATERIAL INCAPABLE OF PROPERLY SUPPORTING THE PIPE, THE MATERIAL SHALL BE REMOVED TO A MINIMUM DEPTH OF 12 INCHES BELOW THE UNSTABLE LAYER FOR THE FULL WIDTH OF THE TRENCH AND REPLACED WITH APPROVED GRANULAR MATERIAL. TRENCH EXCAVATION MATERIAL DEPOSITED ADJACENT TO THE TRENCH SHALL BE PLACED AND LOCATED TO PREVENT SPILLAGE INTO THE OPEN TRENCH.
16. TRENCH SAFETY:
IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY TRENCH SAFETY MEASURES FOR EXCAVATIONS. ALL TRENCH SAFETY MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST CAL-OSHA GUIDELINES. CONTRACTOR SHALL PROVIDE EVIDENCE OF A CAL-OSHA TRENCHING PERMIT AT THE PRECONSTRUCTION MEETING.
17. EXCAVATIONS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE BACKFILLED, COMPACTED, AND TEMPORARILY PAVED WITH COLD MIX "CUT BACK" TYPE A.C. TO ALLOW FOR VEHICULAR AND PEDESTRIAN TRAFFIC PRIOR TO 4:00 P.M. THE USE OF TRENCH PLATES IS ALLOWED, PROVIDED THE CONTRACTOR COVERS ALL EDGES OF THE PLATES WITH COLD MIX MATERIAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ON A DAILY BASIS, INCLUDING WEEKENDS, THE AMOUNT OF MATERIAL NECESSARY TO MAINTAIN THE TRENCH SURFACE FLUSH WITH THE EXISTING STREET OR SIDEWALK. IN ADDITION, THE CONTRACTOR SHALL RESPOND TO AND CORRECT SHIFTING TRENCH PLATES REGARDLESS OF THE TIME OF DAY. IF CONTRACTOR FAILS TO CORRECT SINKING BACKFILL MATERIAL OR SHIFTING TRENCH PLATES IN A TIMELY MANNER, CITY SHALL RESERVE THE RIGHT TO CORRECT THE PROBLEM AND BACK CHARGE THE CONTRACTOR.
18. JOINING EXISTING PAVEMENT:
EXISTING PAVEMENT WHICH IS TO BE JOINED BY NEW PAVEMENT SHALL BE SAW CUT VERTICAL TO PROVIDE STRAIGHT, TRUE AND NEAT JOINTS. OVERLAPPING OF EXISTING PAVEMENT WITHOUT SAW CUTTING OR GRINDING SHALL NOT BE PERMITTED. THE VERTICAL EDGES SHALL BE TACKED PRIOR TO PAVING. TERMINALS OF ALL SURFACING INDICATED ON THE PLANS SHALL JOIN ANY EXISTING SURFACE IN A SMOOTH BUTT JOINT. CONFORM PAVING BY METHOD OF ABRASIVE GRINDING WILL BE ALLOWED UPON APPROVAL OF THE CITY ENGINEER.
19. SANITARY SEWERS:
ALL MANHOLES, SEWER MAINS, AND LATERALS MUST PASS A LEAKAGE TEST AS DESCRIBED IN THE CITY OF MORGAN HILL STANDARD DETAILS FOR CONSTRUCTION. AFTER THE TRENCH BACKFILL, TESTING, AND COMPACTION HAS BEEN COMPLETED, THE CONTRACTOR SHALL FLUSH AND CLEAN ALL SEWER LINES 24 INCHES OR LESS IN DIAMETER BY THE "WAYNE BALL METHOD". AFTER THE LEAKAGE TEST, BUT PRIOR TO PAVING, A TELEVISION INSPECTION SHALL BE PERFORMED AT ALL LOCATIONS OF NEWLY INSTALLED SEWER MAINS AT CONTRACTOR'S EXPENSE. THE UNDERGROUND CONTRACTOR MUST KEEP AN ACCURATE RECORD OF MANHOLES AND THE DISTANCE BETWEEN THEM AND EACH WYE BRANCH LATERAL, AND THEIR DIRECTION.
20. BEFORE ANY UPSTREAM SEWERS ARE CONSTRUCTED, THE CONTRACTOR SHALL VERIFY THE ELEVATION AND LOCATION OF EXISTING SEWER LINES TO BE CONNECTED.
21. THE END OF EACH NEW LATERAL SHALL BE MARKED AS SHOWN IN DETAIL S-2. THE CONCRETE CONTRACTOR SHALL STAMP AN "S" ON THE FACE OF CURB DIRECTLY ABOVE THE LATERAL.
22. WATER LINES:
CONTRACTOR SHALL NOT TURN OFF OR ON ANY VALVES BELONGING TO THE CITY'S WATER SYSTEM. ONLY DEPARTMENT OF PUBLIC WORKS PERSONNEL SHALL OPEN THE NECESSARY VALVES TO CONNECT NEW LINES. FAILURE TO FOLLOW THIS REQUIREMENT SHALL BE CONSIDERED AN "UNLAWFUL CONNECTION" AND MAY RESULT IN ISSUING OF A CITATION AND FINES AS SPECIFIED IN SECTION 13.04 OF THE MORGAN HILL MUNICIPAL CODE.
23. CONNECTIONS REQUIRING SHUT DOWN OF THE SYSTEM SHALL BE DONE BETWEEN THE HOURS OF 12:00 MIDNIGHT AND 6:00 AM, AND ONLY UPON COORDINATION WITH THE DEPARTMENT OF PUBLIC WORKS.
24. ALL WATER LINES SHALL BE TESTED AFTER COMPLETION OF THE TRENCH BACKFILL AND COMPACTION OF THE FINAL BASE MATERIAL, BUT PRIOR TO PLACEMENT OF THE FINAL ROADWAY SURFACE.
25. CONTRACTOR SHALL PLACE MARKER POSTS ADJACENT TO ALL AIR RELIEF VALVES AND BLOW OFF ASSEMBLIES ALONG WATER MAINS LOCATED IN UNIMPROVED AREAS OR FIELDS. THE POSTS SHALL BE PRESSURE TREATED REDWOOD 4"x6", PAINTED WHITE, BURIED 2'-6", AND INSCRIBED WITH "W/A.V." (FOR AIR RELIEF VALVES) OR "B.O." (FOR BLOW OFF ASSEMBLIES), IN 3 INCH HIGH CARVED LETTERS PAINTED BLUE.
26. THE CONCRETE CONTRACTOR SHALL STAMP A LETTER "W" ON THE FACE OF CURB DIRECTLY ABOVE THE WATER SERVICE.

BACKFILL & COMPACTION:

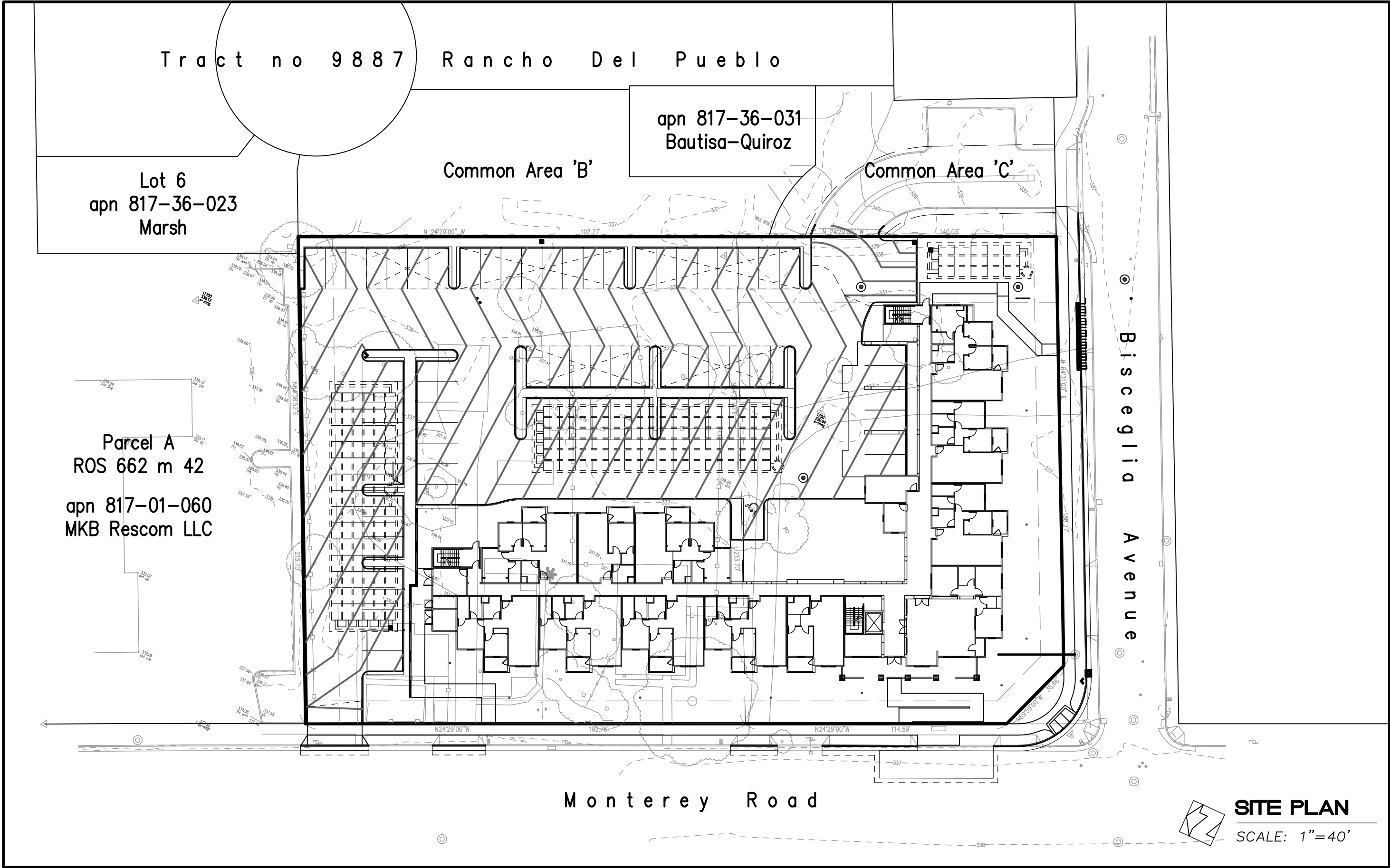
27. BACKFILL MATERIAL SHALL BE HAND PLACED AND COMPACTED UP TO AT LEAST 6" ABOVE THE PIPE. WHEN USING NATIVE SOIL AS TRENCH BACKFILL, THE MINIMUM SAND COVER SHALL BE 12".
28. JETTING AND/OR FLOODING OF TRENCH BACKFILL MATERIAL WILL BE PERMITTED ONLY IF APPROVED BY THE SOILS ENGINEER AND CITY ENGINEER.
29. ANY EXCESS EXCAVATION MATERIAL MAY BE DEPOSITED ONSITE IN AREAS AND AT DEPTHS DESIGNATED BY THE OWNER, AND WITH APPROVAL OF THE CITY ENGINEER.
30. THE MINIMUM RELATIVE COMPACTION FOR TRENCH BACKFILL, SUBGRADE AND BASE MATERIAL SHALL BE 95% THROUGHOUT THE PROJECT. UNLESS RECOMMENDED OTHERWISE IN THE SOILS REPORT AND APPROVED BY THE CITY ENGINEER.
31. IF TRENCH BACKFILL MATERIAL IS 100% SAND, THE CITY SHALL CONDUCT COMPACTION TESTS OF THE LIFTS SPECIFIED IN THE SOILS REPORT TO THE CITY ENGINEER FROM A CERTIFIED TESTING LABORATORY AT CONTRACTOR'S EXPENSE.
32. ANY AGGREGATE BASE THAT BECOMES CONTAMINATED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH UNCONTAMINATED BASE. EROSION CONTROL AN EROSION CONTROL PLAN SHALL BE REQUIRED PRIOR TO ANY PHYSICAL DEVELOPMENT OF A PROPERTY PLANNED BETWEEN OCTOBER 15TH AND MAY 1ST. SAID PLAN SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE LOMA PRIETA RESOURCE CONSERVATION DISTRICT. CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING THE REQUIRED EROSION CONTROL MEASURES DURING THE ABOVE TIME PERIOD.

FLOODZONE STATEMENT

FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) WITH A ELEVATION OF 341.0 FEET OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 06085C0607H, WHICH BEARS AN EFFECTIVE DATE OF MAY 18, 2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY TELEPHONE CALL DATED: MAY 18, 2009 TO THE NATIONAL FLOOD INSURANCE PROGRAM (800-638-6620) WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

Improvement Plans

for
Crossings at Monterey
Monterey Road & Bisceglia Avenue
in the
City of Morgan Hill



BENCHMARK

SANTA CLARA VALLEY WATER DISTRICT
BENCHMARK ID: BM002

ELEVATION: NAVD 88 – 342.95 FEET

DESCRIPTION:
BRASS DISK ON TOPO OF CONCRETE CURB; AT BACK OF SIDEWALK OF NORTHWEST CORNER OF INTERSECTION OF MONTEREY ROAD AND W. DUNNE AVENUE; 13.4 FEET NORTH OF TRAFFIC SIGNAL # 2343; 10.3 FEET RADIALLY FROM FLOWLINE OF GUTTER; 0.55 FEET HIGHER THAN BACK OF SIDEWALK.

ABBREVIATIONS

AC	ASPHALT CONCRETE	FL	FIRE HYDRANT	RWL	RAINWATER LEADER
AB	AGGREGATE BASE	FL	FLOWLINE	S	SLOPE
AD	AREA DRAIN	FOC	FACE OF CURB	SD	STORM DRAIN PIPE
AGG	AGGREGATE	G	GAS LINE	SS	SANITARY SEWER PIPE
BC	BEGINNING OF CURVE	GM	GAS METER	STM	STORM DRAIN MANHOLE
BDO	BUILDING	GB	GRADE BREAK	SS MH	SANITARY SEWER MANHOLE
BCC	BACK OF CURB	GUY	GUY WIRE FOR POLE	SP	SERVICE POLE
BO	BLOW OFF	GV	GATE VALVE	STD	STANDARD
BWF	BARBWIRE FENCE	HDPE	HIGH DENSITY POLYETHYLENE	SQ	SQUARE
CATV	CABLE TELEVISION	HP	HIGH POINT	SW	SIDEWALK
CB	CATCH BASIN	INV	INVERT OF PIPE	T	TELEPHONE LINE
C&G	CURB & GUTTER	IP	IRON PIPE	TBM	TEMPORARY BENCHMARK
CI	CURB INLET	JP	JOINT POLE	TC	TOP OF CURB
CL	CENTERLINE	JT	JOINT TRENCH	TG	TOP OF GRATE
CMP	CORRUGATED METAL PIPE	LF	LINEAR FEET	TOB	TOP OF BANK
CMU	CONCRETE MASONRY UNIT	LP	LOW POINT	TOE	TOE OF BANK
CO	CLEAN OUT	MAX	MAXIMUM	TW	TOP OF WALL
CONC.	CONCRETE	MIN	MINIMUM	TYP	TYPICAL
CONST	CONSTRUCTION	N.I.C.	NOT IN CONTRACT	W	WATER LINE
DI	DROP INLET	(N)	NEW	WM	WATER METER
DIP	DUCTILE IRON PIPE	OHU	OVERHEAD UTILITY	WV	WATER VALVE
DWY	DRIVEWAY	PB	PULL BOX		
E	ELECTRIC LINE	PCC	PORTLAND CONCRETE CEMENT		
EC	END OF CURVE	PL	PROPERTY LINE		
EG	EXISTING GRADE	PRC	POINT REVERSE CURVE		
ELEV	ELEVATION	P.S.E.	PUBLIC SERVICE EASEMENT		
EP	EDGE OF PAVEMENT	P.S.D.E.	PRIVATE STORM DRAIN EASEMENT		
ER	END OF RETURN	P.U.E.	PUBLIC UTILITY EASEMENT		
ESMT	EASEMENT	PVI	POINT OF VERTICAL INTERSECTION		
(E)	EXISTING	PVC	POLYVINYL CHLORIDE PIPE		
EX	EXISTING	R	RADIUS		
FF	FINISH FLOOR	RCP	REINFORCED CONCRETE PIPE		
FG	FINISH GRADE	R/W	RIGHT OF WAY		

PROJECT SUMMARY

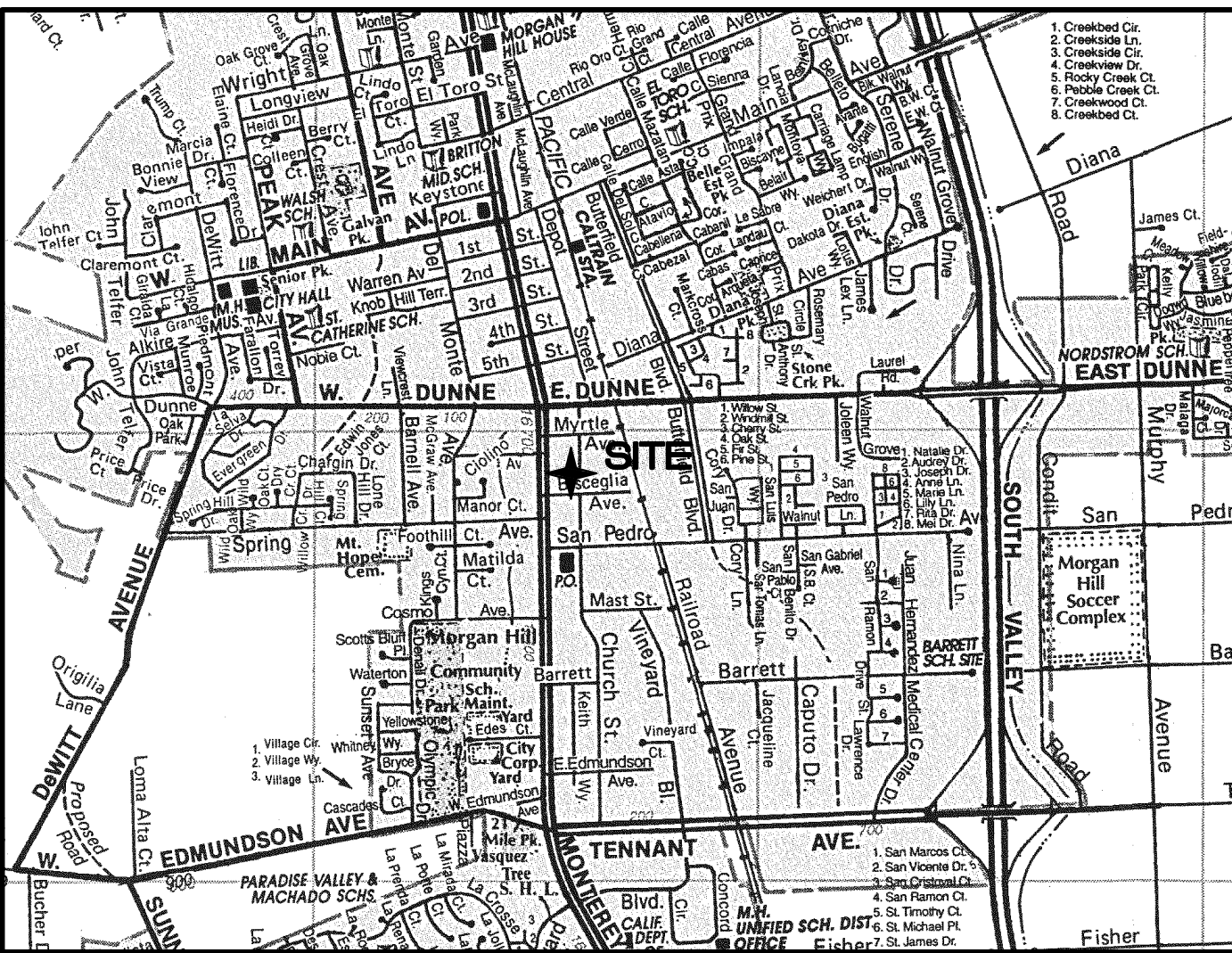
1. GROSS AREA: 41,138 S.F. (817-36-032); 29,621 S.F. (817-36-033)
2. ASSESSOR'S PARCEL NUMBER: 817-36-032 AND 033
3. EXISTING LAND USE
SINGLE FAMILY RESIDENTIAL (817-36-032); VACANT (817-36-033)
4. ZONING CLASSIFICATION: CC-R PUD
5. NUMBER OF UNITS

6 – 1 BEDROOM
18 – 2 BEDROOM
15 – 3 BEDROOM

39 UNITS TOTAL
6. RECREATION AREA COVERAGE: 2,383 SF – 3.4%
7. BUILDING AND PARKING LOT COVERAGE: 47,313 SF – 67%
8. PARKING – 75 PARKING STALLS PROVIDED

BASIS OF BEARINGS

THE BEARING, NORTH 24°29'00" WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF MONTEREY ROAD AS SHOWN ON TRACT NO. 9887, AS FILED IN BOOK 815 OF MAPS, PAGES 41-44, SANTA CLARA COUNTY RECORDS.



VICINITY MAP

NO SCALE

OWNER

ALCINI PARTNERSHIP
1518 PADRES DRIVE
SAN JOSE, CA 95125

DEVELOPER

URBAN HOUSING COMMUNITIES
2000 EAST FOURTH STREET, SUITE 205
SANTA ANA, CA 92705

TELEPHONE: 714 835-3966

LANDSCAPE ARCHITECT

AITKEN ASSOCIATES
3675 HECKER PASS HIGHWAY
GILROY, CA 95020

OFFICE: 408 842-0245

ARCHITECT

MICHAEL BALL ARCHITECTS
4761 HALBRENT AVENUE
SHERMAN OAKS, CA 91403

CIVIL ENGINEER

HANNA & BRUNETTI
7651 EIGLEBERRY STREET
GILROY, CA 95020

OFFICE: 408 842-2173
FAX: 408 842-3662
EMAIL: ENGINEERING@HANNABRUNETTI.COM

date: _____17
Hanna – Brunetti

Amanda Joy Musy–Verdel
R.C.E. # 69,278
expires: 6/30/18



LEGEND

EXISTING	PROPOSED	CONTOUR ELEVATION
(+)	(+)	WATER MAIN
(-)	(-)	(length) LF (size) SD @ S=grade
(SS)	(SS)	(length) LF (size) SS @ S=grade
		SANITARY SEWER
		ELECTROUR
		FLOW DIRECTION
		DROP INLET
		MANHOLE
		CURB INLET
		WATER METER SERVICE
		FIRE HYDRANT
		WATER VALVE
		SIDEWALK
		VERTICAL CURB
		CURB & GUTTER
		JOINT TRENCH
		RETAINING WALL
		DRAINAGE SWALE
		SEWER LATERAL

SHEET INDEX

- C.1 COVER SHEET
- C.2 PROJECT NOTES
- C.3 GRADING & DRAINAGE PLAN
- C.4-C.5 DETAILS
- C.6 EROSION CONTROL PLAN
- C.7 EROSION CONTROL DETAILS
- C.8 STORMWATER CONTROL PLAN

PROJECT NOTES

1.

ALL WORK AND MATERIALS SHALL BE IN CONFORMANCE WITH THE FOLLOWING:

A.

STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION, OF THE CITY OF MORGAN HILL.

B.

CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS, LATEST EDITION.

C.

THESE PLANS AND SPECIFICATIONS AS APPROVED FOR CONSTRUCTION BY THE CITY OF MORGAN HILL, DEPARTMENT OF PUBLIC WORKS.
2.

CONTRACTOR SHALL SECURE AND COMPLY WITH CITY PERMIT REQUIREMENTS. CONTRACTOR SHALL NOTIFY THE CITY 2 WORKING DAYS PRIOR TO THE INTENTION TO COMMENCE WORK. (PUBLIC WORKS DEPARTMENT PHONE 408-776-7337).
3.

CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, LABOR AND MATERIALS NECESSARY TO PERFORM THE WORK SHOWN ON THIS PLAN. CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND THE METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4.

CONTRACTOR SHALL COORDINATE ALL WORK, INCLUDING SUB-CONTRACTORS' WORK, SO AS TO ELIMINATE CONFLICTS AND WORK TOWARDS THE GENERAL GOOD AND COMPLETION OF THE ENTIRE PROJECT.
5.

A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. THE CONTRACTOR IS CAUTIONED THAT ONLY EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATION AND DEPTHS OF SUCH UNDERGROUND UTILITIES. HOWEVER, NEITHER THE CITY, NOT THE CONSULTANT CAN ASSUME RESPONSIBILITIES FOR THE COMPLETENESS OR SUCCEURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR IS HEREBY NOTIFIED THAT, PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES.
6.

THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT ONE CALL PROGRAM. THE CONTRACTOR OR ANY SUB-CONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBER OF THE U.S.A. 2 WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 800-227-2600. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING GROUND.
7.

THE CONTRACTOR SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE GROUND AND UNDERGROUND, EXCEPT AS NOTED IN ITEM 5 ABOVE, AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
8.

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ANY CURRENTLY APPLICABLE SAFETY LAW OF ANY JURISDICTIONAL BODY. FOR INFORMATION REGARDING THIS PROVISION, THE CONTRACTOR IS DIRECTED TO CONTACT THE STATE OF CALIFORNIA, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH, SAN JOSE, CA. PHONE (408) 452-7288. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES, AND CONTROL OF TRAFFIC WITHIN THE CONSTRUCTION AREA. FOR ALL TRENCH EXCAVATION FIVE (5) FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH, 2010 N. FIRST STREET, SUITE 401, SAN JOSE, CA 95131, PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
9.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
10.

WHERE THE FIRM OF HANNA & BRUNETTI DOES NOT PROVIDE CONSTRUCTION STAKES, SAID FIRM WILL ASSUME NO RESPONSIBILITY WHATSOEVER FOR IMPROVEMENTS CONSTRUCTED THEREFROM.
11.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL, AND THE CITY HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL, OR THE CITY.
12.

THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL. ALL WARNING AND TRAFFIC CONTROL SIGNS, AND LOCATIONS FOR THE SIGNS SHALL BE IN ACCORDANCE WITH CALTRANS REQUIREMENTS AND APPROVED BY THE CITY ENGINEER.
13.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND SHALL NOTIFY HANNA & BRUNETTI OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING SHOP DRAWINGS BEFORE PROCEEDING WITH ANY FABRICATION.
14.

ANY DISCREPANCIES OR OMISSIONS FOUND IN THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE CITY ENGINEER AND THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER WILL CLARIFY DISCREPANCIES OR OMISSIONS, IN WRITING, WITHIN A REASONABLE TIME.
15.

BEFORE ORDERING STREET NAME SIGNS, THE CONTRACTOR SHALL CONTACT THE CITY FOR VERIFICATION OF STREET NAMES AND MANUFACTURER OF CITY STANDARD SIGNS. (PUBLIC WORKS DEPARTMENT PHONE 408-776-7337).
16.

CONTRACTOR SHALL POSSESS A VALID CLASS A - GENERAL ENGINEERING CONTRACTOR LICENSE.
17.

THE SITE IS AN AREA OF HIGH ARCHEOLOGICAL PROBABILITY. IN THE EVENT THAT ARCHEOLOGICAL OR HISTORICAL TRACES ARE ENCOUNTERED DURING GRADING, THE WORK SHALL BE STOPPED, THE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE CONTACTED, AND AN ARCHEOLOGIST SHALL BE RETAINED AT THE CITY'S EXPENSE TO EXAMINE THE FIND AND TO MAKE THE APPROPRIATE RECOMMENDATIONS. (PLNG)

UNDERGROUND NOTES (GENERAL)

1.

CONTRACTOR SHALL EXPOSE AND VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES, INCLUDING STORM DRAINS, SANITARY SEWERS AND WATER LINES, BEFORE ORDERING MATERIALS AND/OR CONSTRUCTING NEW FACILITIES.
2.

ALL MANHOLES AND VALVE BOXES TO BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.
3.

ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION. SEE GENERAL NOTES, NOTE 8.
4.

PIPE MATERIALS AND INSTALLATION PROCEDURE SHALL BE IN ACCORDANCE WITH APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS.
5.

SHOULD ANY WATER SYSTEM MAINS OR SERVICES BE DAMAGED BY THE CONTRACTOR, THE WATER SYSTEM SHALL BE REPAIRED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE WATER PURVEYOR OR CITY. THE WATER PURVEYOR SHALL BE PROMPTLY NOTIFIED AND REPAIRS SHALL BE MADE, AS DESIGNATED BY THE WATER PURVEYOR AT THE CONTRACTOR'S EXPENSE.
6.

TRENCHES SHALL BE BACKFILLED WITH COMPACTED SAND BACKFILL MATERIAL IN ACCORDANCE WITH CITY STANDARD DETAILS U2, U-3, U-4. A SAMPLE ANALYSIS BY A GEOTECHNICAL ENGINEER OR A CERTIFICATE OF COMPLIANCE FROM THE MATERIAL SUPPLIER SHALL BE SUBMITTED FOUR (4) DAYS BEFORE INTENDED USE, FOR APPROVAL BY THE CITY ENGINEER. BACKFILL WITHIN THE TRENCHES SHALL BE COMPACTED TO A MINIMUM RELATIVE COMPACTION OF 95% BASED UPON THE ASTM TEST DESIGNATIONS D1557, D1556 AND D2992.
7.

ALL AIR AND WATER PRESSURE TESTING OF PIPE SHALL BE WITNESSED BY THE CITY INSPECTOR. CLOSED CIRCUIT SEWER INSPECTION SHALL BE PERFORMED, REVIEWED AND ACCEPTED BY THE CITY ENGINEER PRIOR TO AND AFTER PLACING ALL AGGREGATE BASE.

STORM DRAIN

1.

DRAINAGE PIPE SHALL BE AS SHOWN ON THE PLANS AND PER SD-1.
2.

STORM DRAIN MANHOLES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAIL - SD-1.
3.

CATCH BASINS SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS - SD-5 & SD-6.
4.

STORM DRAIN PIPE SHALL BE AS FOLLOWS:

REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS IV AND SHALL MEET CALTRANS STANDARD SPECIFICATIONS, SECTION 65-1.06 REQUIREMENTS FOR RUBBER GASKETED JOINTS.

SANITARY SEWER

1.

SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS S-4 AND S-5.
2.

SANITARY SEWER PIPE SHALL BE POLY VINYL CHLORIDE (PVC) PLASTIC GRAVITY SEWER PIPE WITH INTEGRAL WALL BELL AND SPIGOT JOINTS FOR THE CONVEYANCE OF DOMESTIC SEWAGE. ALL SOLID WALL PIPE, FITTINGS AND COUPLINGS IN 4" THROUGH 15" INCH THICKNESS, INTEGRAL BELL GASKET JOINTS. PIPE SHALL BE MADE OF PVC PLASTIC HAVING A CELL CLASSIFICATION OF 12454A AS DEFINED IN ASTM D1784 AND SHALL HAVE A SDR OF 26 AND MINIMUM PIPE STIFFNESS OF 46 PSI ACCORDING TO ASTM D2412. PIPE, FITTINGS AND COUPLINGS SHALL BE MARKED PER ASTM REQUIREMENTS. RUBBER GASKETS SHALL BE FACTORY INSTALLED AND CONFORM TO ASTM F477.
3.

PIPE SHALL BE INSTALLED IN COMPLIANCE WITH THE STANDARD SPECIFICATIONS AND THE MANUFACTURERS RECOMMENDED TRENCH CONSTRUCTION PRACTICE FOR PVC SEWER PIPE.
4.

ALL SEWER SERVICES SHALL BE 6" PVC SEWER PIPE, SDR26 PVC MIN.
5.

SEWER SERVICE LATERALS SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS S-2 AND ALL NEW SEWER PIPE SERVICE CONNECTIONS SHALL BE INSTALLED WITH WYE FITTINGS. NEW SERVICES ON EXISTING SEWER PIPES SHALL BE CONNECTED WITH WYE SADDLES WITH STAINLESS STEEL BANDS. EXISTING SERVICES SHALL BE CONNECTED WITH APPROPRIATE ADAPTERS AND FITTINGS FOR CONNECTING VARIOUS PIPES, MATERIALS AND SIZES.
6.

ALL SEWER SERVICES SHALL BE MARKED WITH A "S" ON FACE OF CURB, PER STANDARD DETAIL S-2
7.

FLUSHING BRANCHES SHALL BE CONSTRUCTED TO THE CITY STANDARD SPECIFICATIONS AND STANDARD DETAILS - S-I, S-II, S-III.
8.

ALL ONSITE CONSTRUCTION ACTIVITY SHALL BE LIMITED TO THE WORK HOURS SET FORTH IN THE MHMC. (BLDG)

MHMC 8.2. WORK SHALL BE LIMITED TO THE FOLLOWING HOURS:

7:00 AM THRU 8:00 PM MONDAY THRU FRIDAY.

SATURDAY BY APPROVAL ONLY.

NO WORK SHALL BE PERFORMED ON SUNDAY OR ON ANY FEDERAL HOLIDAY. ANY WORK DONE IN A PUBLIC RIGHT-OF-WAY ON SATURDAY SHALL BE PER PRIOR APPROVAL OF THE PUBLIC WORKS DEPARTMENT.

WATER SYSTEM

1.

ALL WORK SHALL BE IN CONFORMANCE WITH THE FOLLOWING:

A.

APPLICABLE SECTIONS OF THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, LATEST EDITION.

B.

STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION, CITY OF MORGAN HILL.
2.

MATERIALS - ALL PIPE, VALVES, FITTINGS, CONNECTIONS, AND APPURTENANCES THERETO SHALL CONFORM TO THE PROVISIONS OF THESE SPECIFICATIONS OR AS SPECIFICALLY SET FORTH IN THE SUPPLEMENTAL CONDITIONS. THE DEPARTMENT OF PUBLIC WORKS MAINTAINS A LISTING OF APPROVED HYDRANTS, METERS AND WATER SERVICE MATERIAL AND FITTINGS WHICH ESTABLISH A STANDARD OF MATERIAL QUALITY FOR THE CITY WATER SYSTEM. MATERIAL USED SHALL BE LIMITED TO THOSE ON THIS LISTING.

ALL TEES, VALVES, REDUCERS, ETC. SHALL BE FLANGE BY FLANGE (FLxFL) CONNECTED. FITTING TO WATER MAIN CONNECTION MAY BE FLANGE X MECHANICAL JOINT (FLxMJ). ALL PIPES AND FITTINGS (EXCEPT VALVES) SHALL HAVE A MINIMUM WORKING PRESSURE OF ONE HUNDRED FIFTY (150) POUNDS PER SQUARE INCH (PSI) AND CONFORM TO THE FOLLOWING REQUIREMENTS:

DUCTILE IRON PIPE - DUCTILE IRON PIPE FOR WATER SHALL BE DUCTILE IRON PIPE CLASS 50 (MINIMUM) SLIP ON, MJ, OR FLANGE. THICKER PIPE WILL BE REQUIRED AS BURIAL DEPTH DICTATES.

DUCTILE IRON PIPE SHALL COMPLY WITH ANSI/AWWA C151/A21.51 FOR A MINIMUM WORKING PRESSURE OF 150 PSI UNLESS OTHERWISE SPECIFIED. DUCTILE IRON PIPE SHALL CONFORM TO AND BE TESTED IN ACCORDANCE WITH ASTM E8 AND E23. CASTING GRADE FOR PIPE SHALL BE 60-42-10. LAYING LENGTH SHALL BE THE MANUFACTURER'S STANDARD LENGTH, NORMALLY 18 FEET. SHORTER LENGTHS MAY BE USED WHEN REQUIRED FOR CLOSURES AND PROPER LOCATION OF SPECIAL SECTIONS.

THE INTERIOR SURFACE OF ALL DUCTILE IRON PIPE SHALL BE CEMENT-MORTAR LINED AND SEAL COATED IN CONFORMANCE WITH ANSI/AWWA C104/A21.4 AND THE EXTERIOR SURFACE SHALL HAVE AN ASPHALTIC COATING, APPROXIMATELY 1 MIL THICK.

FITTINGS SHALL BE PUSH-ON, MECHANICAL, OR FLANGED-TYPE DUCTILE IRON OR CAST IRON AND SHALL CONFORM TO ANSI/AWWA C111/A21.11 OR ANSI/AWWA C110/A21.10 DESIGNED FOR A WORKING PRESSURE OF 250 PSI. DUCTILE IRON CASTINGS SHALL CONFORM TO AND BE TESTED IN ACCORDANCE WITH ASTM A536, EXCEPT THE CASTING GRADE SHALL BE 70-50-05. COATING AND LINING REQUIREMENTS SHALL BE THE SAME AS SPECIFIED FOR PIPE.
- JOINTS SHALL BE PUSH-ON, MECHANICAL, OR FLANGED TYPE AND SHALL CONFORM TO ANSI/AWWA C111/A21.11 AND ANSI/AWWA C110/B16.1 AND A21.10 WITH RUBBER GASKETS UNLESS OTHERWISE SPECIFIED.
3.

CAST IRON FITTINGS - CAST IRON FITTINGS SHALL BE USED ON ALL DUCTILE IRON AND POLYVINYL CHLORIDE PIPELINES AND SHALL CONFORM TO ANSI/AWWA C110/A21.10 IN MATERIAL, BODY THICKNESS, AND RADI OF CURVATURE. THE FITTINGS SHALL BE COATED WITH A CEMENT MORTAR LINING, IN ACCORDANCE WITH ANSI/AWWA C104/A21.4.
- CAST IRON FITTINGS SHALL BE CLASS D FITTINGS CONFORMING TO ASTM DESIGNATION 126 AND SHALL BE ONE HUNDRED TWENTY-FIVE (125) PSI STANDARD. ALL VALVES AND FITTINGS SHALL ALL BE FLANGED.
4.

VALVES - VALVES SHALL BE FURNISHED AND INSTALLED PER CITY STANDARD DETAIL NO. W-8.

5.

GASKETS - GASKETS FOR FLANGED JOINTS SHALL BE EITHER RING OR FULL FACE, ONE EIGHTH (1/8) INCH RUBBER GASKETS, CONFORMING TO THE DIMENSIONS IN ANSI/AWWA C115/A21.15, APPENDIX A.

6.

THRUST BLOCKS - THRUST BLOCKS SHALL CONFORM TO THE STANDARD DRAWINGS W-12, W-13, W-14. CONCRETE FOR THRUST BLOCKS SHALL BE CLASS B WITH ONE AND ONE-HALF (1-1/2) INCH MAX. SIZE AGGREGATE IN ACCORDANCE WITH SECTION 90 OF THE STANDARD SPECIFICATIONS. EBAA IRON WORKS MEGA LUG MJ MAY BE SUBSTITUTED FOR THRUST BLOCKS. CONTRACTOR SHALL SUBMIT RESTRAINED LENGTH CALCS. FOR APPROVAL BY THE CITY ENGINEER PRIOR TO USE OF MEGA-LUG RESTRAINTS.
7.

FIRE HYDRANTS ASSEMBLIES - FIRE HYDRANTS SHALL BE FURNISHED AND INSTALLED PER CITY STANDARD DETAILS W-9, W-11, W-12.
8.

SERVICE LINES - SERVICE LINES UP TO AND INCLUDING METER CONNECTION SHALL BE AS DETAILED IN THE STANDARD DRAWINGS W-1, AS APPLICABLE FOR THE SERVICE INTENDED AND WITH THE AWWA STANDARD C800. FINAL LOCATION OF WATER SERVICES SHALL BE DETERMINED BY THE PROJECT ENGINEER PRIOR TO CONSTRUCTION.
- ALL WATER SERVICES SHALL BE MARKED WITH A "W" ON FACE OF CURB, PER CITY STANDARD DETAIL W-1
- MATERIALS - ALL WATER SERVICE LINES SHALL BE 1 INCH IN DIAMETER UNLESS OTHERWISE SPECIFIED. WATER SERVICE PIPE MATERIAL UP TO AND INCLUDING 2 INCHES SHALL BE COPPER WATER TUBING, "TYPE K", SOFT TEMPERED, MEETING ASTM B88 AND ANSI/AWWA C800. SERVICES TWO (2) INCHES AND LARGER SHALL BE CONSIDERED AS A SPECIAL CONDITION AND WILL REQUIRE THE PRIOR APPROVAL OF THE CITY ENGINEER.
9.

WATER METERS - WATER METERS SHALL BE OBTAINED FROM THE CITY OF MORGAN HILL AND INSTALLED IN ACCORDANCE WITH STANDARD DETAILS W-1, W-1A, W-1B.
10.

TAPS INTO DUCTILE IRON PIPE SHALL BE BY MACHINE. CONTRACTOR SHALL PERFORM ALL SERVICE TAPS AS THE CITY DOES NOT PROVIDE THIS SERVICE. HOT TAPS TO MAIN LINES WILL BE ALLOWED ONLY UPON APPROVAL OF THE CITY ENGINEER. TAPPING SLEEVES MAY ONLY BE USED WHERE A WATER MAIN IS AT LEAST TWO NOMINAL SIZES LARGER THAN THE PROPOSED BRANCH. LESS THAN TWO NOMINAL SIZE DIFFERENTIAL MAY BE ALLOWED UPON CITY ENGINEER APPROVAL, BUT WILL BE ALLOWED ON WATER MAINS THAT ARE NOT DUCTILE IRON.
- GRADING AND PAVING NOTES
1.

ALL WORK SHALL BE IN CONFORMANCE WITH THE FOLLOWING:

A.

APPLICABLE SECTIONS OF THE CALTRANS STANDARD SPECIFICATIONS, LATEST EDITION.

B.

STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION OF THE CITY OF MORGAN HILL.

2.

CONTRACTOR SHALL NOTIFY THE CITY 2 WORKING DAYS BEFORE STARTING GRADING WORK.

3.

WORK SHALL CONSIST OF ALL EARTHWORK RELATED TO THE PROJECT; ALL CLEARING, GRUBBING, STRIPPING, ROUGH GRADING, PREPARATION OF FOUNDATION AND MATERIALS FOR RECEIVING FILLS, EXCAVATION, IMPORT AND/OR EXPORT OF FILL, PROCESSING, PLACEMENT AND COMPACTION OF FILL MATERIALS, PLACEMENT OF SUBSURFACE DRAINS, PLACEMENT OF AGGREGATE BASE MATERIAL, ASPHALT CONCRETE (AC) AND/OR PORTLAND CEMENT CONCRETE (PCC) PAVING, AND ALL SUBSIDIARY WORK NECESSARY TO COMPLETE THE GRADING AND PAVING TO CONFORM TO THE LINES, GRADES, AND SLOPES, AS SHOWN ON THESE PLANS.

4.

SITE CONDITIONS: THE CONTRACTOR SHALL VISIT THE SITE, EXAMINE AND NOTE ALL CONDITIONS AS TO THE CHARACTER AND EXTENT OF WORK INVOLVED.

5.

CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS OR CERTIFICATES AS REQUIRED BY THE CITY.

6.

ALL EARTHWORK SHALL BE CONSTRUCTED PER THE GRADING SPECIFICATIONS OF CALTRANS STANDARDS. ALL SOIL SHALL BE COMPACTED TO A MINIMUM OF 90% RELATIVE COMPACTION, AS REQUIRED BY THE ASTM TEST DESIGNATIONS D1557, D1556, AND D2992, EXCEPT THE PAVEMENT SUB-GRADE. THE "100% RELATIVE COMPACTION" SHALL BE COMPACTED TO 95% RELATIVE COMPACTION, THE EXACT DEPTH SHALL BE DETERMINED BY THE GEOTECHNICAL ENGINEER AND/OR AS SHOWN ON THESE PLANS. SUBEXCAVATION BELOW EXISTING GRADE SHALL BE REQUIRED WITHIN AREAS WHICH ARE TO SUPPORT BUILDINGS, FOUNDATIONS, CONCRETE SLABS ON GRADE, PAVEMENTS OR STRUCTURAL FILL.

7.

BACKFILL FOR UNDERGROUND UTILITIES PLACED ON THE SITE SHALL CONSIST OF CLEAN, IMPORTED SAND MATERIAL (MINIMUM S.E. = 30) TO A MINIMUM OF 12 INCHES OVER THE CONDUIT, UNLESS SHOWN OTHERWISE ON THE PLAN.

BACKFILL FOR UNDERGROUND UTILITIES PLACED IN EXISTING PUBLIC STREETS SHALL BE PER CITY STD. DRAWINGS U-3 AND U-4.

A SAMPLE SHALL BE SUBMITTED FOUR (4) DAYS BEFORE INTENDED USE, FOR REVIEW BY THE ENGINEER. BACKFILL WITHIN THE UTILITY TRENCHES SHALL BE COMPACTED TO A MINIMUM RELATIVE COMPACTION OF 90% DEPENDING UPON THE TYPE OF UTILITY AND BASED UPON THE ASTM TEST DESIGNATIONS D1557, D1556 AND D2992.

8.

AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION, THE CONTRACTOR, WHEN HE OR HIS SUBCONTRACTORS ARE OPERATING EQUIPMENT ON THE SITE, SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE DONE BY THE DUST FROM HIS OR HER SUBCONTRACTOR'S ACTIVITIES IN PERFORMING THE WORK UNDER THIS CONTRACT. THE PRICES FOR THE VARIOUS ITEMS OF WORK SHALL COVER THIS DUST CONTROL.

9.

ALL AGGREGATE SUBBASE AND AGGREGATE BASE MATERIAL, AND THE HANDLING AND PLACEMENT THEREOF, SHALL BE IN CONFORMANCE WITH CALTRANS STANDARD SPECIFICATIONS. AGGREGATE SUBBASE SHALL BE CLASS 1. AGGREGATE BASE SHALL BE CLASS 1. COMPACTION TO A MINIMUM OF 95% RELATIVE COMPACTION.

10.

A PRIME COAT OF LIQUID ASPHALT, GRADE MC-70, CONFORMING TO CALTRANS STANDARD SPECIFICATIONS, SHALL BE APPLIED AT THE RATE OF 0.25+ GALLONS PER SQUARE YARD TO THE SURFACE OF AGGREGATE BASE PRIOR TO PLACEMENT OF ASPHALT CONCRETE.

11.

ASPHALT CONCRETE (AC) SHALL CONSIST OF A MIXTURE OF SAND, MINERAL AGGREGATE, AND LIQUID ASPHALT, DESIGNATED AS CALTRANS STANDARD SPECIFICATIONS, TYPE "B", 1/2" MAXIMUM, MEDIUM GRADING. MIXED IN SUCH PROPORTIONS THAT THE PERCENTAGE BY WEIGHT WILL BE WITHIN:

SIEVE SIZES

OPERATING RANGE (PERCENTAGE PASSING)

3/4" 100%

1 1/2" 92+

3/8" 80-95%

NO. 4 59-66%

NO. 8 43-49%

NO. 30 22-27%

NO. 200 3- 8%

PLUS PAVING ASPHALT, VISCOSITY GRADE AR4000 AT 5 TO 6-1/2% OF THE COMBINED DRY AGGREGATES.

ACTUAL MIX DESIGN SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL AT LEAST 10 WORKING DAYS PRIOR TO STARTING ANY PAVING WORK.

12.

PAINT BINDER OF ASPHALT EMULSION, GRADE CRS-1, APPLICABLE TO CALTRANS STANDARD SPECIFICATIONS, SHALL BE APPLIED TO EXISTING ASPHALT CONCRETE SURFACES AND VERTICAL CONCRETE SURFACES TO RECEIVE ASPHALT CONCRETE.

13.

FOG SEAL, GRADE CSS-1H, CONFORMING TO CALTRANS STANDARD SPECIFICATION, SHALL BE APPLIED AT THE RATE OF 0.10+ GALLONS PER SQUARE YARD TO THE SURFACE OF ALL NEW ASPHALT CONCRETE PAVEMENT, PER CSS SECTION 37

14.

MATERIALS AND INSTALLATION OF PORTLAND CEMENT CONCRETE CURB, GUTTER AND SIDEWALK SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE CALTRANS STANDARD SPECIFICATIONS AND THE CITY STANDARD SPECIFICATIONS AND DETAILS.

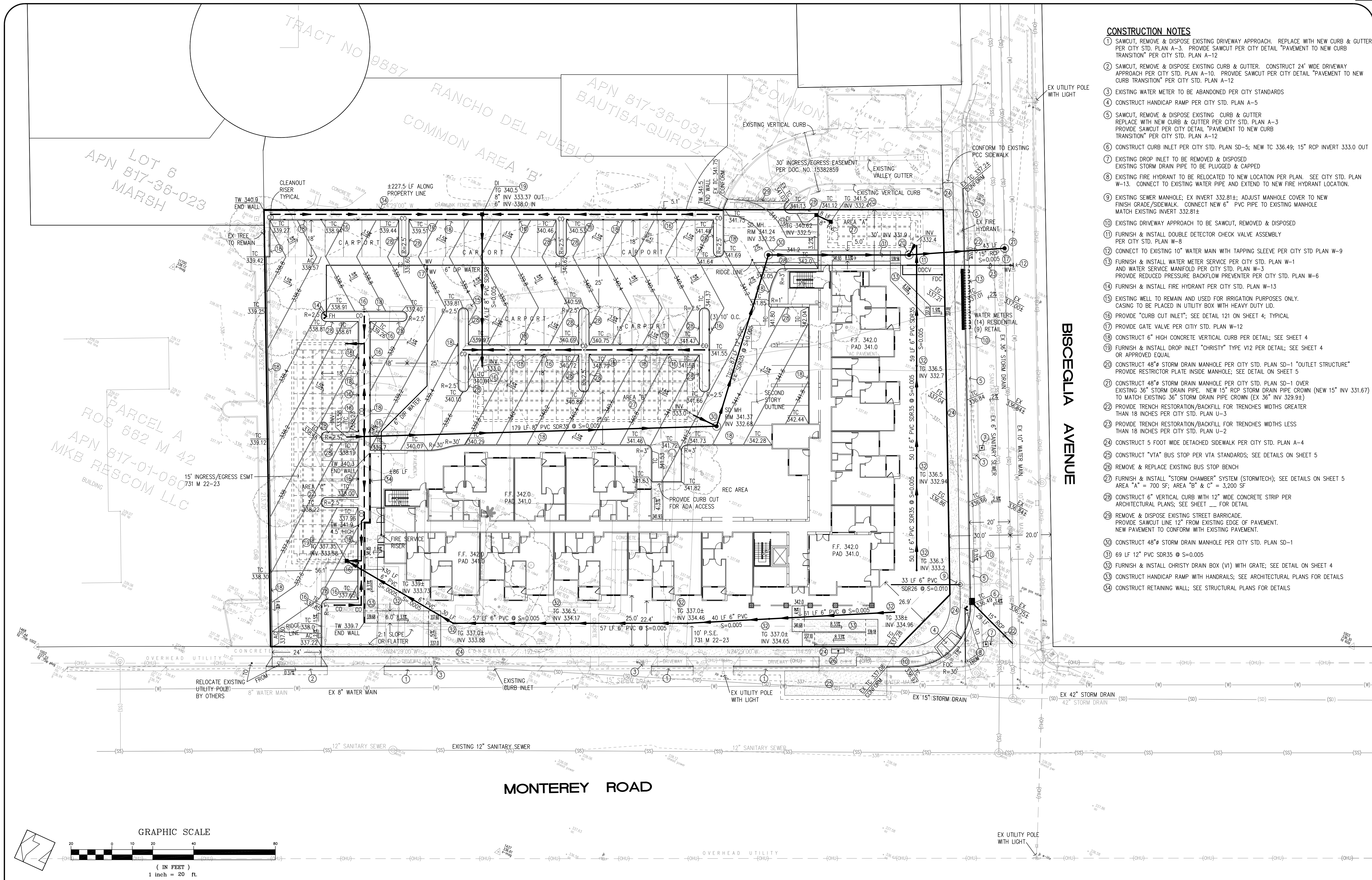
15.

EXISTING A.C. SURFACE SHALL BE SAW CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. WHEN TRENCHING THROUGH CURB, GUTTER AND SIDEWALK A SAW CUT WILL BE USED. WHERE EXISTING PAVEMENT IS TRENCHED, REPLACE WITH 4" A.C. AND 12" A.B. MINIMUM OR MATCH THE EXISTING SECTION, WHICHEVER IS GREATER. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED AND RESEALED PRIOR TO REPAVING.

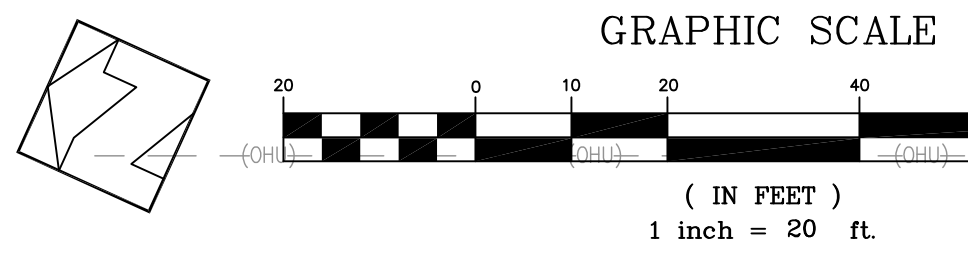
16.

ALL VALVE BOXES AND MANHOLES TO BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE NOTED.
- TREE PROTECTION
1.

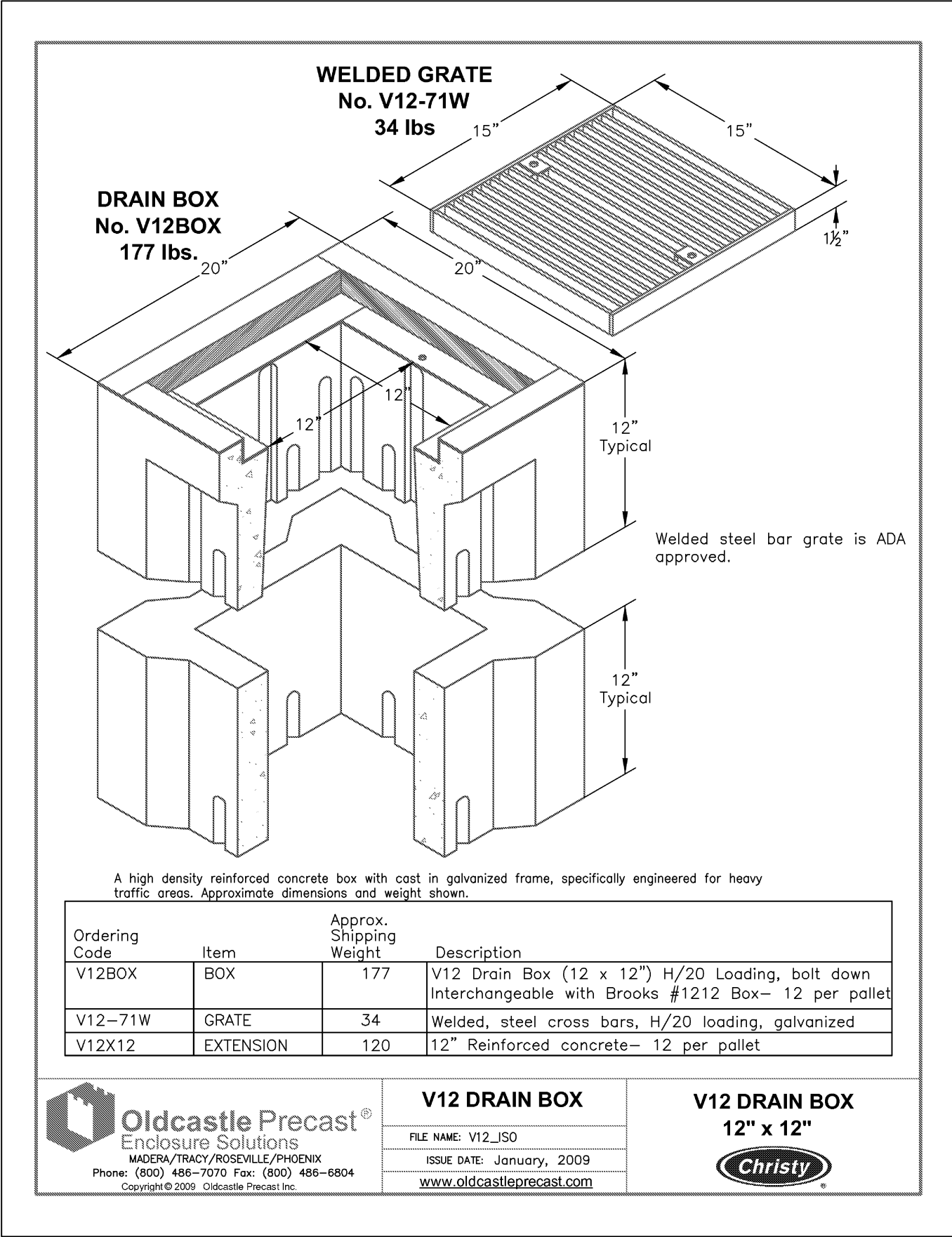
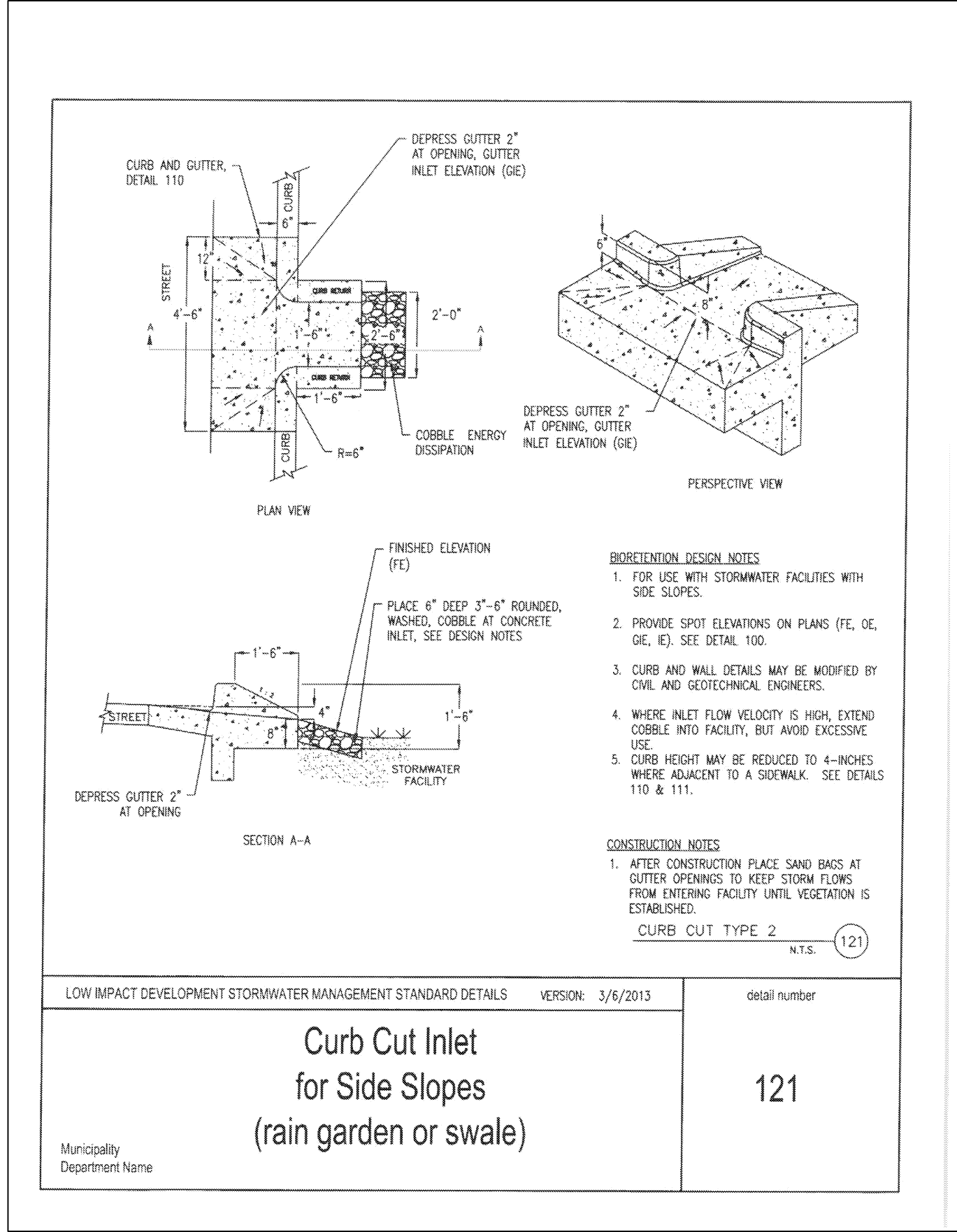
CONTRACTOR SHALL CONTACT TREE ARBORIST PRIOR TO CONSTRUCTION NEAR OR IN DIPLINE OF TREES TO REMAIN. CONSTRUCTION SHALL CONFORM TO ALL REQUIREMENTS OF SAID ARBORIST.
- SHEET NOTE:
- IN CASE OF CONFLICT BETWEEN THE PROJECT NOTES (THIS SHEET) AND THE CITY REQUIRED GENERAL NOTES (SHEET 2), THE CITY REQUIRED GENERAL NOTES SHALL GOVERN, OR SHALL BE RESOLVED BY THE CITY ENGINEER.
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| NO. | DESCRIPTION | DATE | BY | |
| p:\proj\ | Revisions | | | |
- CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337
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| DRAWN | DESIGN | HOR |
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| | | JOB NUMBER |
| KARL D. BJARKE - CITY ENGINEER
P.C.E. #28921 | EXP. 3/31/07 | 14018 |
-
- City of Morgan Hill
Public Works Department
- Project Notes
Crossings at Monterey
- | |
|--------------|
| PLAN SET |
| PRINT DATE |
| SHEET NUMBER |
| C.2 OF 8 |
- Packet Pg. 85
- Attachment: Conceptual Development Plans (1611 : UHC - Zoning Amendment)DA



- CONSTRUCTION NOTES**
- 1 SAWCUT, REMOVE & DISPOSE EXISTING DRIVEWAY APPROACH. REPLACE WITH NEW CURB & GUTTER PER CITY STD. PLAN A-3. PROVIDE SAWCUT PER CITY DETAIL "PAVEMENT TO NEW CURB TRANSITION" PER CITY STD. PLAN A-12
 - 2 SAWCUT, REMOVE & DISPOSE EXISTING CURB & GUTTER. CONSTRUCT 24" WIDE DRIVEWAY APPROACH PER CITY STD. PLAN A-10. PROVIDE SAWCUT PER CITY DETAIL "PAVEMENT TO NEW CURB TRANSITION" PER CITY STD. PLAN A-12
 - 3 EXISTING WATER METER TO BE ABANDONED PER CITY STANDARDS
 - 4 CONSTRUCT HANDICAP RAMP PER CITY STD. PLAN A-5
 - 5 SAWCUT, REMOVE & DISPOSE EXISTING CURB & GUTTER. REPLACE WITH NEW CURB & GUTTER PER CITY STD. PLAN A-3. PROVIDE SAWCUT PER CITY DETAIL "PAVEMENT TO NEW CURB TRANSITION" PER CITY STD. PLAN A-12
 - 6 CONSTRUCT CURB INLET PER CITY STD. PLAN SD-5; NEW TC 336.49; 15" RCP INVERT 333.0 OUT
 - 7 EXISTING DROP INLET TO BE REMOVED & DISPOSED. EXISTING STORM DRAIN PIPE TO BE PLUGGED & CAPPED
 - 8 EXISTING FIRE HYDRANT TO BE RELOCATED TO NEW LOCATION PER PLAN. SEE CITY STD. PLAN W-13. CONNECT TO EXISTING WATER PIPE AND EXTEND TO NEW FIRE HYDRANT LOCATION.
 - 9 EXISTING SEWER MANHOLE; EX INVERT 332.81±; ADJUST MANHOLE COVER TO NEW FINISH GRADE/SIDEWALK. CONNECT NEW 6" PVC PIPE TO EXISTING MANHOLE. MATCH EXISTING INVERT 332.81±
 - 10 EXISTING DRIVEWAY APPROACH TO BE SAWCUT, REMOVED & DISPOSED
 - 11 FURNISH & INSTALL DOUBLE DETECTOR CHECK VALVE ASSEMBLY PER CITY STD. PLAN W-8
 - 12 CONNECT TO EXISTING 10" WATER MAIN WITH TAPPING SLEEVE PER CITY STD PLAN W-9
 - 13 FURNISH & INSTALL WATER METER SERVICE PER CITY STD. PLAN W-1 AND WATER SERVICE MANIFOLD PER CITY STD. PLAN W-3. PROVIDE REDUCED PRESSURE BACKFLOW PREVENTER PER CITY STD. PLAN W-6
 - 14 FURNISH & INSTALL FIRE HYDRANT PER CITY STD. PLAN W-13
 - 15 EXISTING WELL TO REMAIN AND USED FOR IRRIGATION PURPOSES ONLY. CASING TO BE PLACED IN UTILITY BOX WITH HEAVY DUTY LID.
 - 16 PROVIDE "CURB CUT INLET"; SEE DETAIL 121 ON SHEET 4; TYPICAL
 - 17 PROVIDE GATE VALVE PER CITY STD. PLAN W-12
 - 18 CONSTRUCT 6" HIGH CONCRETE VERTICAL CURB PER DETAIL; SEE SHEET 4
 - 19 FURNISH & INSTALL DROP INLET "CHRISTY" TYPE V12 PER DETAIL; SEE SHEET 4 OR APPROVED EQUAL
 - 20 CONSTRUCT 48" Ø STORM DRAIN MANHOLE PER CITY STD. PLAN SD-1 "OUTLET STRUCTURE" PROVIDE RESTRICTOR PLATE INSIDE MANHOLE; SEE DETAIL ON SHEET 5
 - 21 CONSTRUCT 48" Ø STORM DRAIN MANHOLE PER CITY STD. PLAN SD-1 OVER EXISTING 36" STORM DRAIN PIPE. NEW 15" RCP STORM DRAIN PIPE CROWN (NEW 15" INV 331.67) TO MATCH EXISTING 36" STORM DRAIN PIPE CROWN (EX 36" INV 329.94)
 - 22 PROVIDE TRENCH RESTORATION/BACKFILL FOR TRENCHES WIDTHS GREATER THAN 18 INCHES PER CITY STD. PLAN U-3
 - 23 PROVIDE TRENCH RESTORATION/BACKFILL FOR TRENCHES WIDTHS LESS THAN 18 INCHES PER CITY STD. PLAN U-2
 - 24 CONSTRUCT 5 FOOT WIDE DETACHED SIDEWALK PER CITY STD. PLAN A-4
 - 25 CONSTRUCT "VTA" BUS STOP PER VTA STANDARDS; SEE DETAILS ON SHEET 5
 - 26 REMOVE & REPLACE EXISTING BUS STOP BENCH
 - 27 FURNISH & INSTALL "STORM CHAMBER" SYSTEM (STORMTECH); SEE DETAILS ON SHEET 5. AREA "A" = 700 SF; AREA "B" & "C" = 3,200 SF
 - 28 CONSTRUCT 6" VERTICAL CURB WITH 12" WIDE CONCRETE STRIP PER ARCHITECTURAL PLANS; SEE SHEET ___ FOR DETAIL
 - 29 REMOVE & DISPOSE EXISTING STREET BARRICADE. PROVIDE SAWCUT LINE 12" FROM EXISTING EDGE OF PAVEMENT. NEW PAVEMENT TO CONFORM WITH EXISTING PAVEMENT.
 - 30 CONSTRUCT 48" Ø STORM DRAIN MANHOLE PER CITY STD. PLAN SD-1
 - 31 69 LF 12" PVC SDR35 @ S=0.005
 - 32 FURNISH & INSTALL CHRISTY DRAIN BOX (V1) WITH GRATE; SEE DETAIL ON SHEET 4
 - 33 CONSTRUCT HANDICAP RAMP WITH HANDRAILS; SEE ARCHITECTURAL PLANS FOR DETAILS
 - 34 CONSTRUCT RETAINING WALL; SEE STRUCTURAL PLANS FOR DETAILS



CITY OF MORGAN HILL Public Works Dept. 100 Edes Ct. Morgan Hill, CA 95037 (408) 776-7337				DRAWN	DESIGN	HOR 1"=20'
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				JOB NUMBER 14018		
				KARL D. BJARKE - CITY ENGINEER P.C.E. #288201 EXP. 3/31/07		
				City of Morgan Hill Public Works Department		
				Preliminary Grading & Drainage Plan Crossings at Monterey		
				PLAN SET		
				PRINT DATE		
				SHEET NUMBER C.3 OF 8		
				Packet Pg. 86		



MAINTENANCE TASK (ROUTINE MAINTENANCE OF FLOW-THRU PLANTERS)

1. INSPECT THE PLANTER SURFACE AREA, INLETS AND OUTLETS FOR OBSTRUCTIONS AND TRASH; CLEAR ANY OBSTRUCTIONS AND REMOVE TRASH.
2. INSPECT PLANTER FOR STANDING WATER. IF STANDING WATER DOES NOT DRAIN WITHIN 2-3 DAYS, THE SURFACE BIOTREATMENT SOIL SHOULD BE TILLED OR REPLACED WITH THE APPROVED SOIL MIX AND REPLANTED. USE THE CLEANOUT RISER TO CLEAR ANY UNDERDRAINS OF OBSTRUCTIONS OR CLOGGING MATERIAL.
3. CHECK FOR ERODED OR SETTLED BIOTREATMENT SOIL MEDIA. LEVEL SOIL WITH RAKE AND REMOVE/REPLANT VEGETATION AS NECESSARY.
4. MAINTAIN THE VEGETATION AND IRRIGATION SYSTEM. PRUNE AND WEED TO KEEP FLOW-THROUGH PLANTER NEAT AND ORDERLY IN APPEARANCE.
5. EVALUATE HEALTH AND DENSITY OF VEGETATION. REMOVE AND REPLACE ALL DEAD AND DISEASED VEGETATION. REMOVE EXCESSIVE GROWTH OF PLANTS THAT ARE TOO CLOSE TOGETHER.
6. USE COMPOST AND OTHER NATURAL SOIL AMENDMENTS AND FERTILIZERS INSTEAD OF SYNTHETIC FERTILIZERS, ESPECIALLY IF THE SYSTEM USES AN UNDERDRAIN.
7. INSPECT THE OVERFLOW PIPE TO MAKE SURE THAT IT CAN SAFELY CONVEY EXCESS FLOWS TO A STORM DRAIN. REPAIR OR REPLACE ANY DAMAGED OR DISCONNECTED PIPING. USE THE CLEANOUT RISER TO CLEAR UNDERDRAINS OF OBSTRUCTIONS OR CLOGGING MATERIAL.
8. INSPECT THE ENERGY DISSIPATOR AT THE INLET TO ENSURE IT IS FUNCTIONING ADEQUATELY, AND THAT THERE IS NO SCOUR OF THE SURFACE MULCH. REMOVE ANY ACCUMULATION OF SEDIMENT.
9. INSPECT AND, IF NEEDED, REPLACE WOOD MULCH. IT IS RECOMMENDED THAT 2" TO 3" OF COMPOSTED ARBOR MULCH BE APPLIED ONCE A YEAR.
10. INSPECT SYSTEM FOR EROSION OF BIOTREATMENT SOIL MEDIA, LOSS OF MULCH, STANDING WATER, CLOGGING OVERFLOWS, WEEDS, TRASH AND DEAD PLANTS. IF USING ROCK MULCH, CHECK FOR 3" OF COVERAGE.
11. INSPECT SYSTEM FOR STRUCTURAL INTEGRITY OF WALLS, FLOW SPREADERS, ENERGY DISSIPATORS, CURB CUTS, OUTLETS AND FLOW SPLITTERS.

FREQUENCY OF TASK

1. QUARTERLY
2. QUARTERLY
3. QUARTERLY
4. QUARTERLY
5. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
6. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
7. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
8. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
9. ANNUALLY, BEFORE THE RAINY SEASON BEGINS
10. ANNUALLY, AT THE END OF THE RAINY SEASON AND/OR AFTER LARGE STORM EVENTS
11. ANNUALLY, AT THE END OF THE RAINY SEASON AND/OR AFTER LARGE STORM EVENTS

SITE DESIGN MEASURES

1. DIRECT RUNOFF FROM ROOFS, SIDEWALKS, PATIOS TO LANDSCAPED AREAS.
2. PARKING: IN TOP OF OR UNDER BUILDING.

SOURCE CONTROL MEASURES

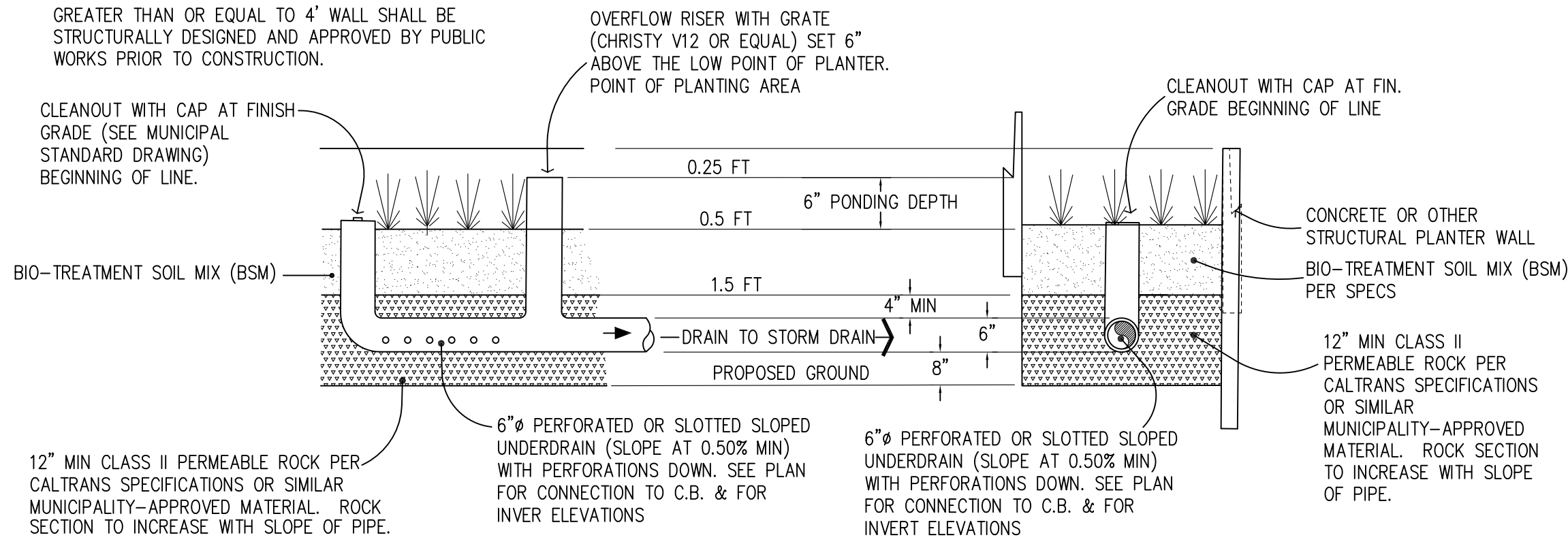
1. COVERED DUMPSTER AREA AND INTERIOR PARKING STRUCTURES DRAIN TO SANITARY SEWER.
2. USE OF WATER EFFICIENT IRRIGATION SYSTEMS.
3. MAINTENANCE (PAVEMENT SWEEPING, CATCH BASIN CLEANING, GOOD HOUSEKEEPING.
4. STORM DRAIN LABELING.

OPERATIONS AND MAINTENANCE

1. RESPONSIBLE PARTY: ANIL PATEL
1036 FOURTH ST
SAN JOSE, CA

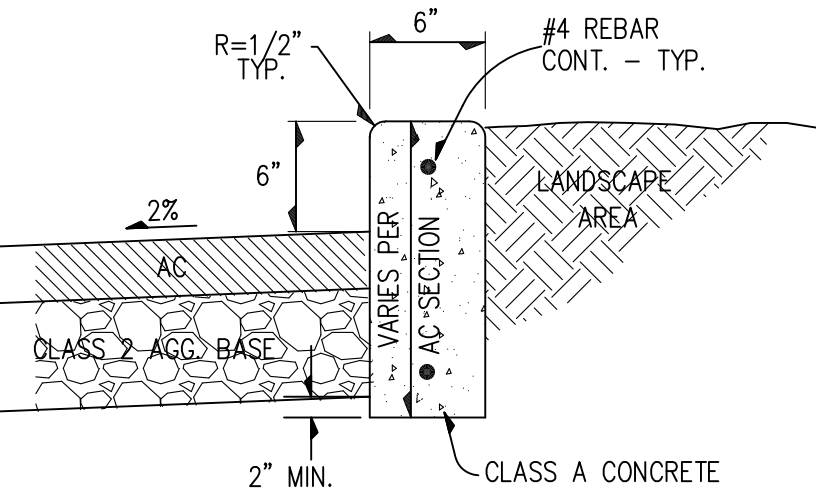
NOTES:

1. INCLUDE 3 INCHES OF COMPOSTED, NON-FLOATABLE MULCH IN AREAS BETWEEN STORMWATER TREATMENT PLANTINGS.
2. IF ONLY ONE DOWNSPOUT LOCATED WITH THE FLOW-THROUGH PLANTER INCLUDE A FLOW-SPREADER TO EVENLY DISTRIBUTE THE FLOW THROUGHOUT THE PLANTER.
3. IF TOP OF PLANTER WALL TO BOTTOM OF FOOTING IS GREATER THAN OR EQUAL TO 4' WALL SHALL BE STRUCTURALLY DESIGNED AND APPROVED BY PUBLIC WORKS PRIOR TO CONSTRUCTION.

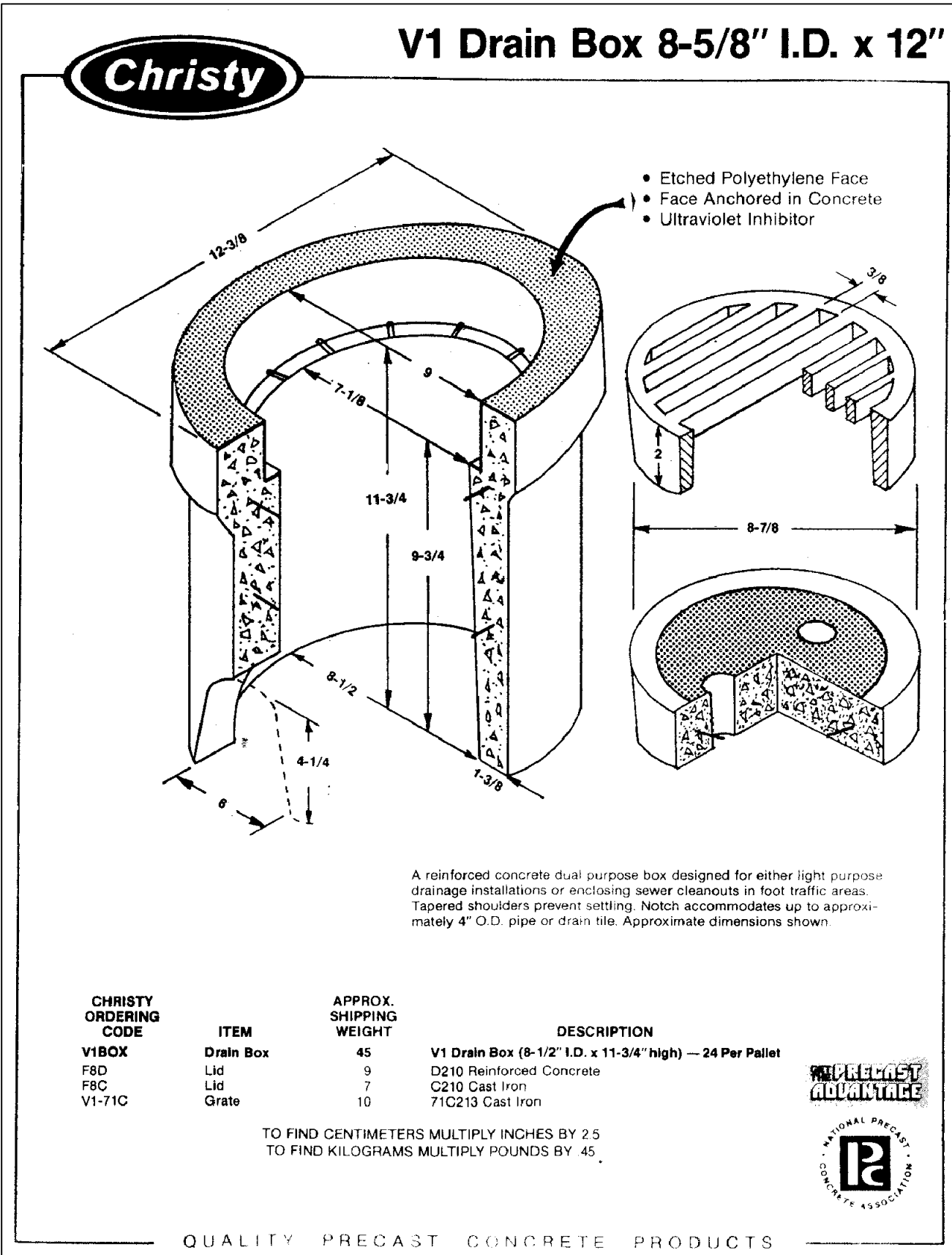


TYPICAL FLOW-THROUGH PLANTER DETAIL

NO SCALE



VERTICAL CURB
NO SCALE



NO.	DESCRIPTION	DATE	BY
Revisions			

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

DRAWN	DESIGN	HOR
CHECKED	DATE	VERT
APPROVED	DATE	AS BUILT
KARL D. BJARKE — CITY ENGINEER P.C.E. #28921		JOB NUMBER 14018
EXP. 3/31/07		



City of Morgan Hill
Public Works Department

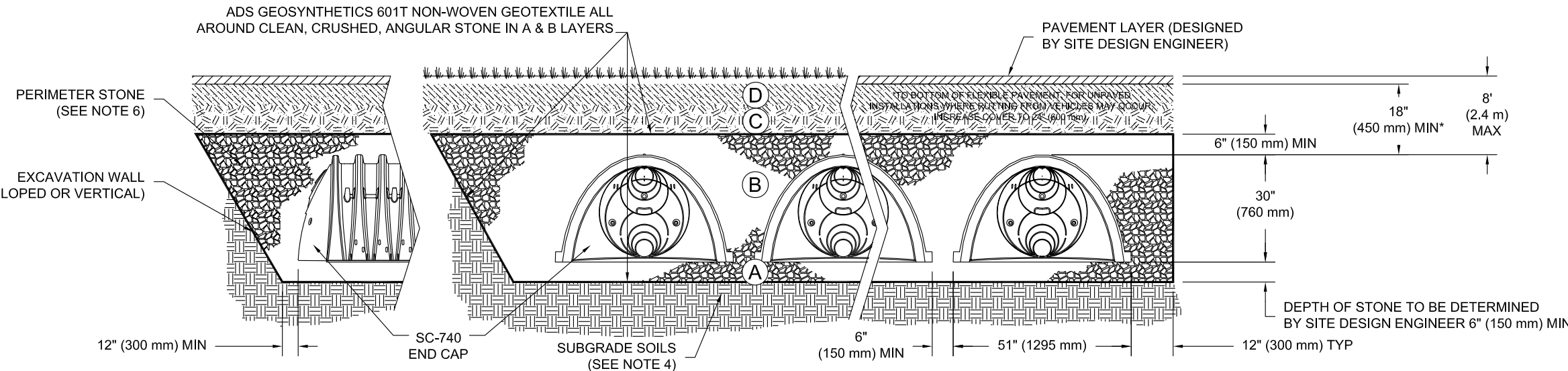
Details
Crossings at Monterey

PLAN SET
PRINT DATE
SHEET NUMBER C.4 OF 8

ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

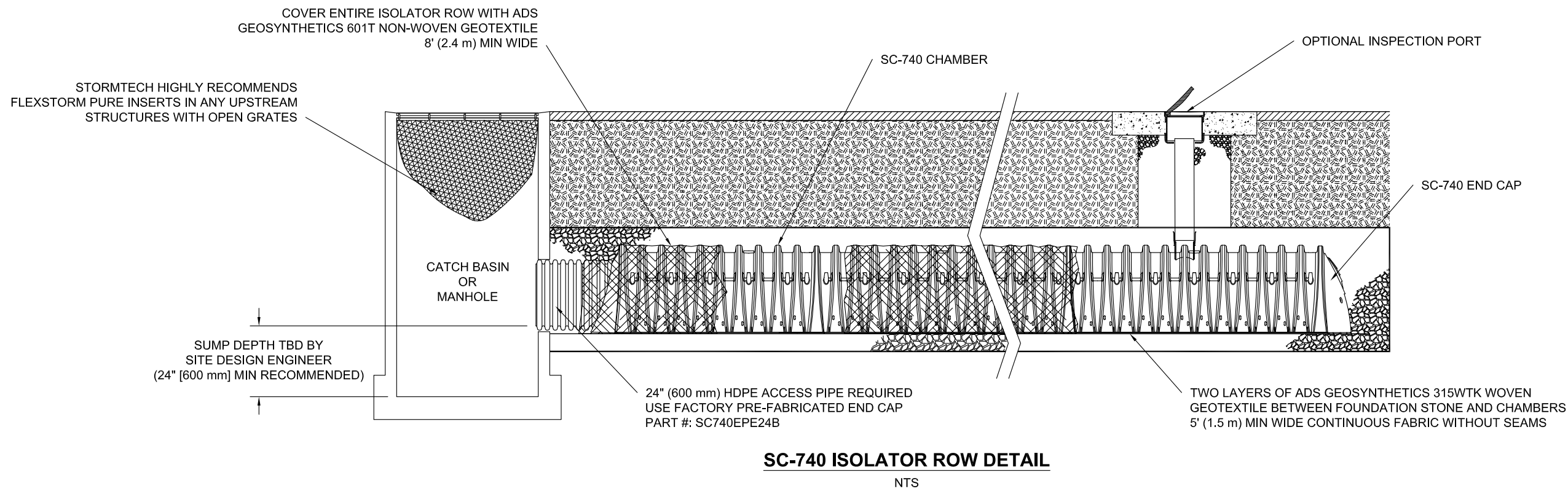
MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE (B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{1, 2}

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

- SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOLID MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

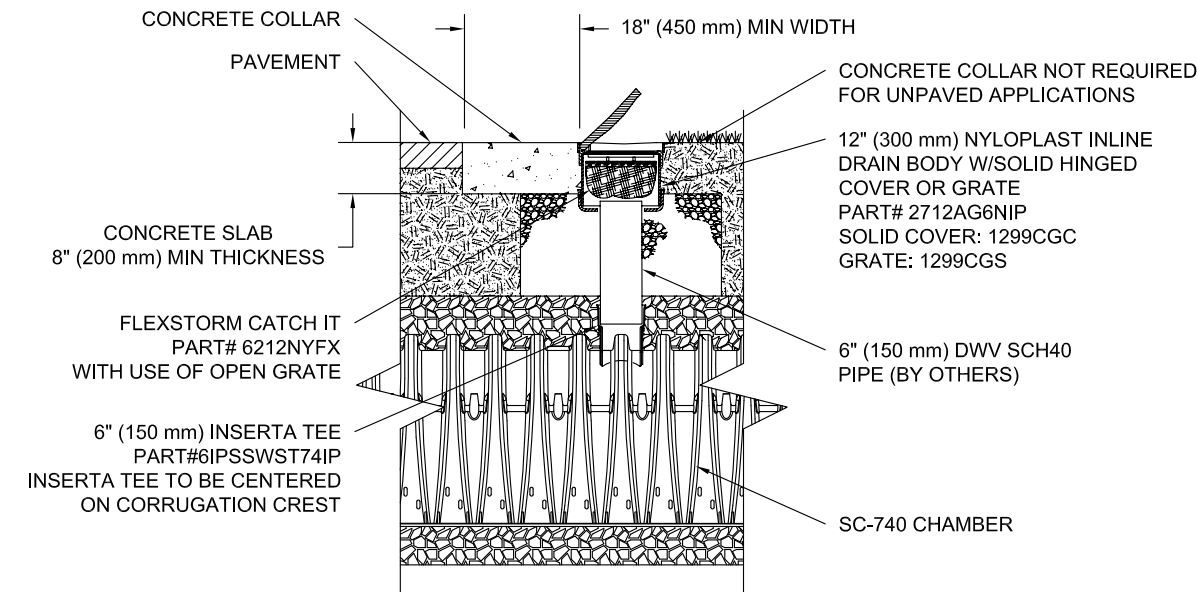


INSPECTION & MAINTENANCE

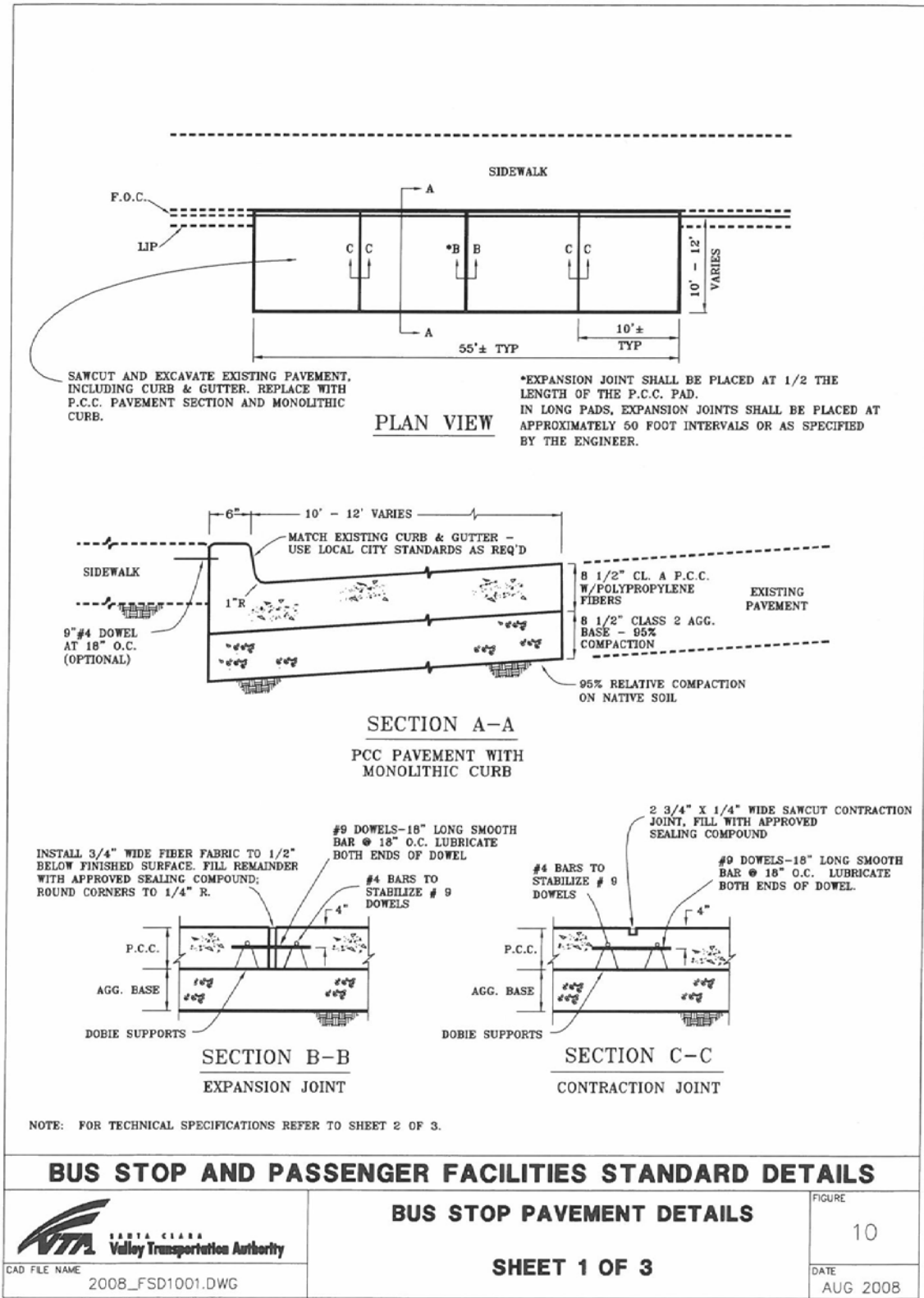
- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
- A.1. REMOVE/OPEN LID. ON NYLOPLAST INLINE DRAIN
- A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
- A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
- A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
- A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROWS
- B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
- B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
- i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
- ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
- B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
- CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



SC-740 6" INSPECTION PORT DETAIL
NTS

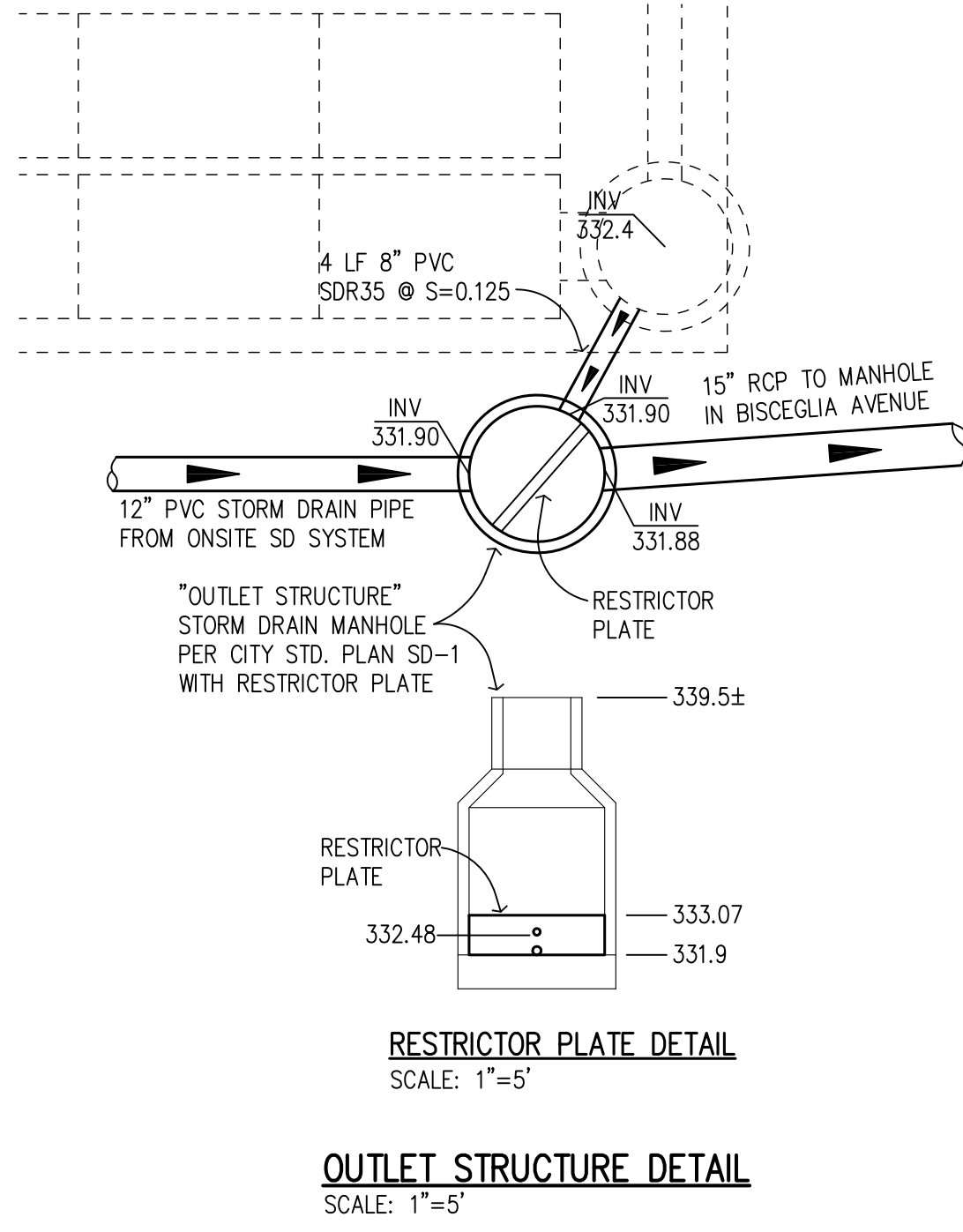


TECHNICAL SPECIFICATIONS

- P.C.C. pavement with monolithic curb and gutter shall conform to the provisions in Section 40, "PORTLAND CEMENT CONCRETE PAVEMENT," and Section 90, "PORTLAND CEMENT CONCRETE" of the State Standard Specifications and these special provisions.
 - P.C.C. pavement shall be class A with a flexural strength of 650 psi at the age of 28 days to be determined by Test Method ASTM C78. Polypropylene fibers (Fibermesh or approved equal), length 1/2", shall be added to the concrete at a rate of 1 1/2 lbs/cy.
 - After spreading and compacting, P.C.C. concrete shall be given a preliminary finish, which shall be smooth and true to grade. In advance of curing operations, the pavement shall be given a final rough brown finish with grooves having a depth of 1/8" perpendicular to the curb and gutter.
 - All newly - placed concrete shall be cured in accordance with the provisions in Section 90-7, "Curing Concrete," of the State Standard Specifications. Curing compound to be used shall be applied to the P.C.C. following the surface finishing operations immediately before the moisture sheen disappears from the surface and before any drying, shrinkage or craze cracks begin to appear. Curing compound shall be applied at a nominal rate of one gallon per 150 square feet. At any point, the application rate shall be within +/- 50 square feet per gallon of the nominal rate specified.
 - Sawcutting of the contraction joints must be performed within 24 hours after concrete has received final surface finish.
 - Contractor shall protect P.C.C. Pad as specified in Section 90-8.03, "Protecting Concrete Pavement." Where public traffic will be required to cross over new pavement, and if directed by the Engineer, Type III Portland Cement shall be used in concrete. When Type III Portland Cement is used in concrete, and if permitted in writing by the Engineer, the pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 550 pounds per square inch. The modulus of rupture will be determined by Test Method ASTM C78.
- No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of ten (10) calendar days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 550 pounds per square inch. Concrete that fails to attain a modulus of rupture of 550 pounds per square inch within 10 days shall not be opened to traffic until directed by the Engineer.
- Equipment for sawing contraction joints (weakened plane joints) will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints," of the State Standard Specifications.
- Contraction joints, expansion joints and gaps between the P.C.C. pad and the existing pavement section shall be cleaned and sealed prior to permitting traffic on the pad. Joint sealing compound shall be type "A" joint seal and shall conform to the provisions of Section 51-1.12F of the State Standard Specifications. The 2 component polyurethane sealant shall be State Specification 8030 - 61J - 01 or approved equal.

BUS STOP AND PASSENGER FACILITIES STANDARD DETAILS

FIGURE	11
DATE	AUG 2008



NO.	DESCRIPTION	DATE	BY

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

FIGURE	10
DATE	AUG 2008

FIGURE	10
DATE	AUG 2008

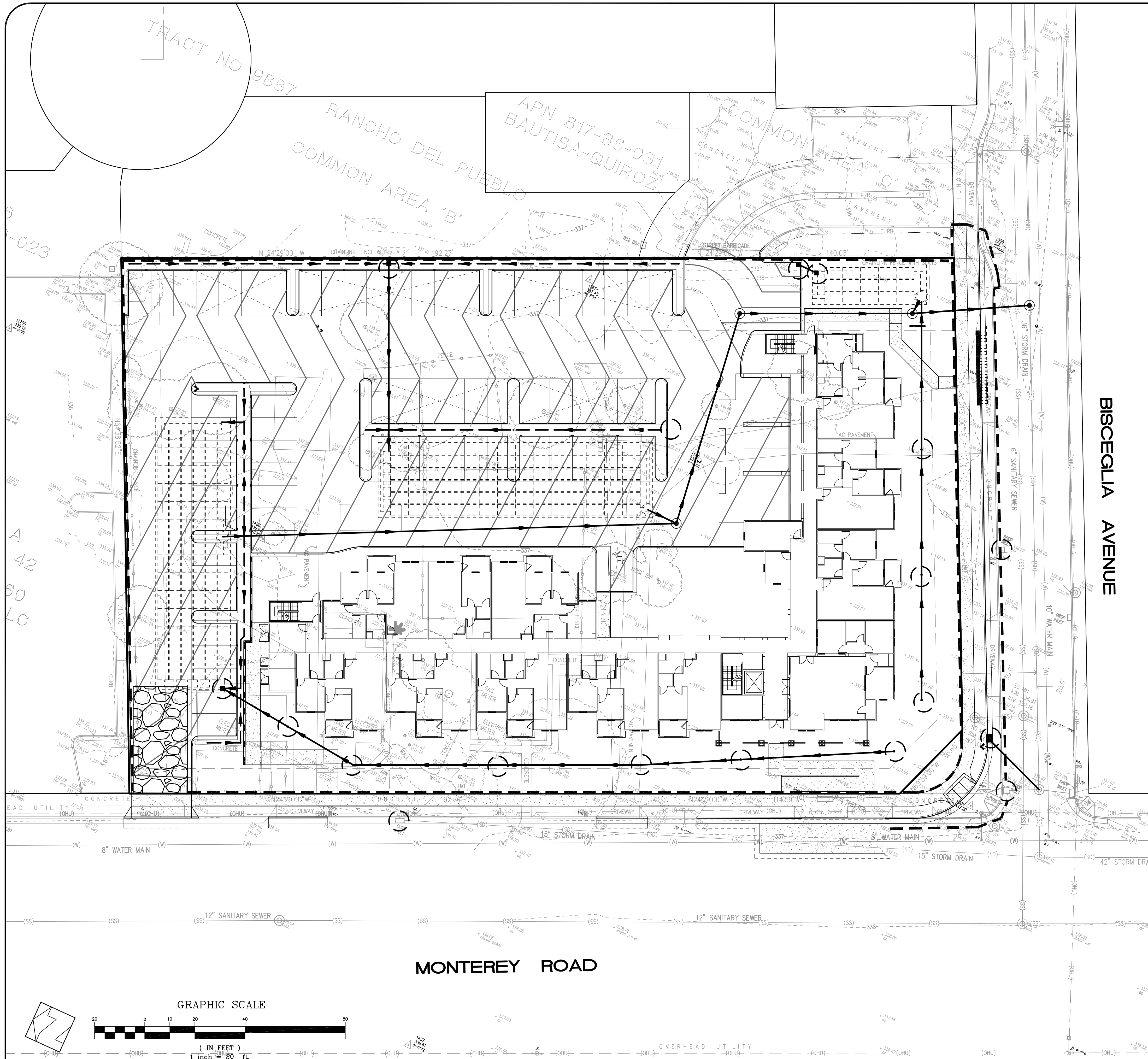
 **City of Morgan Hill**
Public Works Department

FIGURE	10
DATE	AUG 2008

Details
Crossings at Monterey

FIGURE	10
DATE	AUG 2008

PLAN SET
PRINT DATE
SHEET NUMBER
C.5 OF 8



EROSION CONTROL NOTES

- EROSION CONTROL MEASURES SHALL BE EFFECTIVE FOR CONSTRUCTION DURING THE RAINY SEASON; OCTOBER 15 THROUGH APRIL 15.
- NO STORM WATER RUNOFF SHALL BE ALLOWED TO DRAIN INTO THE EXISTING AND/OR PROPOSED UNDERGROUND STORM SYSTEM UNTIL SUITABLE EROSION CONTROL MEASURES ARE FULLY IMPLEMENTED. NO STORM WATER RUNOFF SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM THAT IS NOT CLEAR, AND FREE OF SILTS.
- A FIBER ROLL BARRIER PER "DETAIL SE-5" SHALL BE INSTALL ALONG THE PERIMETER OF THE PROJECT SITE. THE LOCATION OF THE FIBER ROLL ALONG THE PERIMETER SHALL BE ADJUSTED TO ELIMINATE SEDIMENT LADEN RUNOFF FROM LEAVING THE SITE. A FIBER ROLL SHALL ALSO BE REQUIRED AROUND THE PERIMETER OF ANY STOCKPILE OR OTHER SITE OF BARE, LOOSE EARTH.
- ALL STORM DRAIN MANHOLES, CATCH BASINS, AND/OR DROP INLETS THAT ARE TO ACCEPT STORM WATER SHALL HAVE INLET PROTECTION MEASURES PER DETAIL SE-10. STORM WATER RUNOFF SHALL BE DIRECTED TO THESE INLETS ONLY. STORM DRAIN CATCH BASINS THAT ARE NOT COMPLETE, SHALL BE BLOCKED OFF COMPLETELY.
- THE NAME, ADDRESS, AND 24 HOUR TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR THE IMPLEMENTATION OF THE EROSION CONTROL PLAN SHALL BE PROVIDED TO THE CITY.
- PRIOR TO GRADING, AN ENTRANCE SHALL BE CONSTRUCTED, CONSISTING OF A MINIMUM OF 50 LF OF DRAIN ROCK, 3" IN DIAMETER, PLACED OVER MIRAFI 500X (OR EQUAL) PER DETAIL TC-1. THE ENTRANCE SHALL CONFORM TO "CONSTRUCTION ENTRANCE DETAIL TC-1". THERE SHALL BE ONLY ONE ENTRANCE/EXIT POINT TO THE SITE DURING THE RAINY SEASON. THE LOCATION SHALL BE AS SHOWN ON THESE PLANS, OR AT A LOCATION APPROVED BY THE CITY.
- ALL AREAS OF BARE, TURNED OR DISTURBED EARTH SHALL BE STABILIZED BY USE OF HYDROSEED PER THE TABLE BELOW. ALL STOCKPILES, AND/OR BORROW AREAS SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES SUCH AS A PERIMETER SILT FENCE, AND OTHER METHODS TO PREVENT ANY EROSION OR SILTS MIGRATION. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THE EROSION CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS, BUT ONLY WITH THE APPROVAL OF, OR AT THE DIRECTION OF THE COUNTY INSPECTOR. THE STORM DRAIN SYSTEM SHALL MAINTAIN A FORM OF DRAIN INLET PROTECTION UNTIL COUNTY ACCEPTS THE FINAL STREET IMPROVEMENTS. THE DRAIN INLET PROTECTION SHALL BE MAINTAINED, EFFECTIVE AND SUBJECT TO COUNTY INSPECTOR'S APPROVAL.
- ALL PAVED STREET, AND AREAS ADJACENT TO THE SITE SHALL BE KEPT CLEAR OF EARTH MATERIALS AND DEBRIS. THE SITE SHALL BE MAINTAINED SO AS TO ELIMINATE SEDIMENT LADEN RUNOFF FROM ENTERING THE STORM DRAIN SYSTEM.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT AND REPAIR ALL EROSION CONTROL FACILITIES AT THE END OF EACH DAY DURING THE RAINY SEASON. ANY DAMAGED STRUCTURAL MEASURES ARE TO BE REPAIRED BY END OF THE DAY. TRAPPED SEDIMENT IN "SD INLETS" (AND OTHER EROSION CONTROL MEASURES) SHALL BE REMOVED TO MAINTAIN TRAP EFFICIENCY. REMOVED SEDIMENT SHALL BE DISPOSED BY SPREADING ON SITE, WHERE IT WILL NOT MIGRATE.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT THE FORMATION OF AIRBORNE DUST NUISANCE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM A FAILURE TO DO SO.
- ALL DRAIN SWALES SHALL BE PER DETAIL EC-9.
- INCOMPLETE GRADING SHALL NOT BE ALLOWED. CONTRATOR SHALL MAINTAIN A DRAIN PATH AS SHOWN ON THIS PLAN. SAID DRAIN PATH SHALL BE MAINTAINED UNED DRAIN SWALES, AND INLET PROTECTION AT A MINIMUM. IF PONDING DOES OCCUR ON THE SITE AFTER GRADING, THE WATER MUST BE FREE AND CLEAR OF SEDIMENT PRIOR TO DISCHARGE TO THE STORM DRAIN SYSTEM. THIS REQUIREMENT MAY NECESSITATE THE USE OF NATURAL AND/OR MECHANICAL DESILTING METHODS, SUBJECT TO APPROVAL BY THE COUNTY INSPECTOR.
- F THESE EROSION CONTROL MEASURE PROVE INADEQUATE, STRAW MULCH, TACKIFIER, AND ADDITIONAL HYDROSEEDING MAY BE REQUIRED.

HYDROSEED TABLE

ITEM	LBS/ACRE
COMMON BARLEY	45
ANNUAL RYEGRASS	45
CRIMSON CLOVER	10
FERTILIZER 7-2-3	400
FIBER MULCH	2000
TACKIFIER	100

- ALL GRADING WORK BETWEEN OCTOBER 15th AND APRIL 15th IS AT THE DISCRETION OF THE CITY INSPECTOR.
- PROVIDE SHRUBS AND/OR TREES REQUIRED ON SLOPES GREATER THAN 15 FEET IN VERTICAL HEIGHT.
- THE OWNER/OWNER'S CONTRACTOR, AGENT, AND/OR ENGINEER SHALL INSTALL AND MAINTAIN THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL THE ESTABLISHMENT OF PERMANENT STABILIZATION AND SEDIMENT CONTROL WITHIN THE SANTA CLARA COUNTY MAINTAINED ROAD RIGHT OF WAY AND ANY PORTION OF THE SITE WHERE STORM WATER RUN-OFF IS DIRECTLY FLOWING INTO THE SANTA CLARA COUNTY MAINTAINED ROAD RIGHT OF WAY BEST MANAGEMENT PRACTICES (BMP'S) TO PREVENT CONSTRUCTION MATERIALS, EXCAVATED MATERIALS, WASTE MATERIALS, AND SEDIMENT CAUSED BY EROSION FROM CONSTRUCTION ACTIVITIES ENTERING THE STORM DRAIN SYSTEM, WATERWAYS, AND ROADWAY INFRASTRUCTURE. BMP'S SHALL INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING PRACTICES APPLICABLE TO THE PUBLIC ROAD AND EXPRESSWAY FACILITIES:
 - REDUCTION OF POLLUTANTS IN STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE AND THE CONTRACTOR'S MATERIAL AND EQUIPMENT LAYDOWN/STAGING AREAS.
 - PREVENTION OF TRACKING OF MUD, DIRT AND CONSTRUCTION MATERIALS ONTO PUBLIC ROAD RIGHT OF WAY.
 - PREVENTION OF DISCHARGE OF WATER RUNOFF DURING DRY AND WET WEATHER CONDITIONS ONTO PUBLIC ROAD RIGHT OF WAY
- THE OWNER/OWNER'S CONTRACTOR, AGENT, AND/OR ENGINEER SHALL ENSURE THAT ALL TEMPORARY CONSTRUCTION FACILITIES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIALS, DELIVERIES, HAZARDOUS AND NON-HAZARDOUS MATERIAL STORAGE, EQUIPMENT, TOOLS, PORTABLE TOILETS, CONCRETE WASHOUT, GARBAGE CONTAINERS, LAYDOWN YARDS, SECONDARY CONTAINMENT AREAS, ETC. ARE LOCATED OUTSIDE THE CITY RIGHT OF WAY AND ANY PORTION OF THE SITE WHERE STORM WATER RUN-OFF IS DIRECTLY FLOWING INTO THE CITY RIGHT OF WAY SHALL HAVE SEASONALLY APPROPRIATE BMP'S INSTALLED AND MAINTAINED AT ALL TIMES.

LEGEND



CONSTRUCTION ENTRANCE/EXIT PER DETAIL TC-1

FIBER ROLL BARRIER PER DETAIL SE-5



FIBER ROLL BARRIER PER DETAIL SE-5

NO.	DESCRIPTION	DATE	BY

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

DRAWN	DESIGN	HOR
CHECKED	DATE	VERT
APPROVED	DATE	AS BUILT
KARL D. BJARKE - CITY ENGINEER		JOB NUMBER
P.C.E. #28921	EXP. 3/31/07	14018



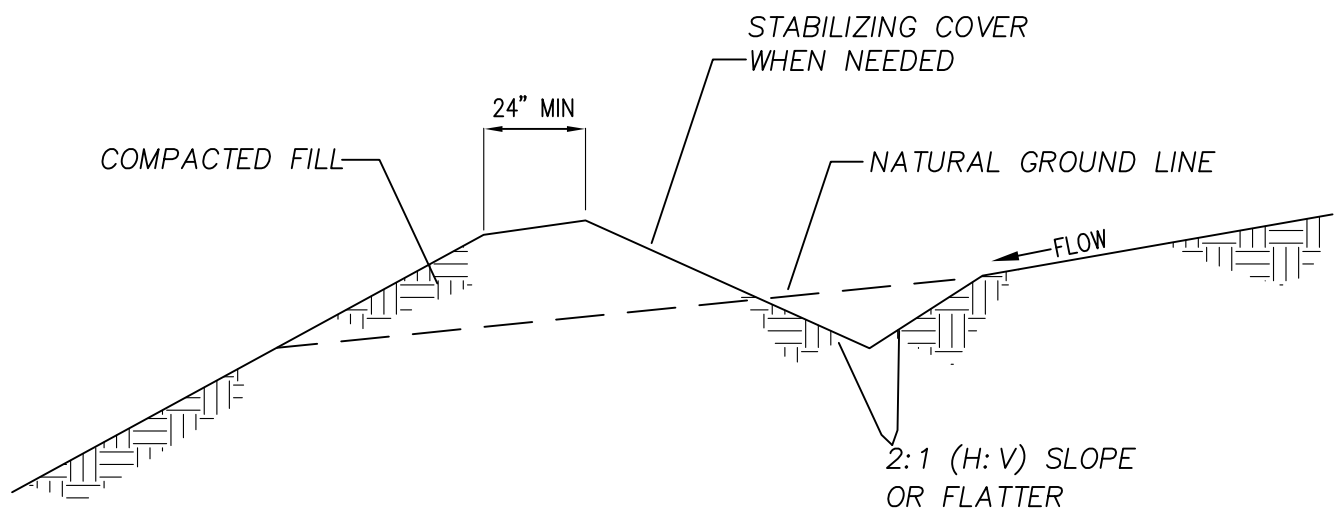
City of Morgan Hill
Public Works Department

Erosion Control Plan
Crossings at Monterey

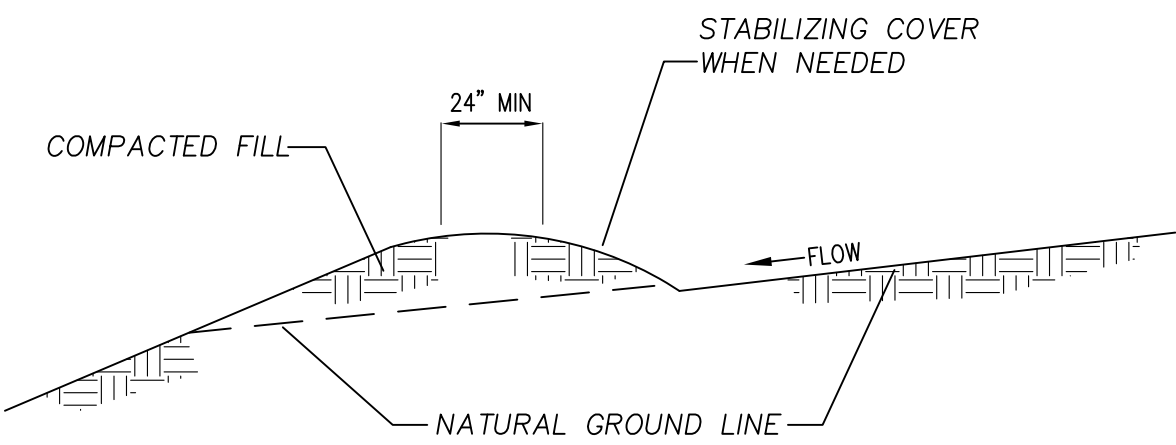
PLAN SET
PRINT DATE
SHEET NUMBER
C.6 OF 8

EC-9: EARTH DIKES AND DRAINAGE SWALES

NO SCALE

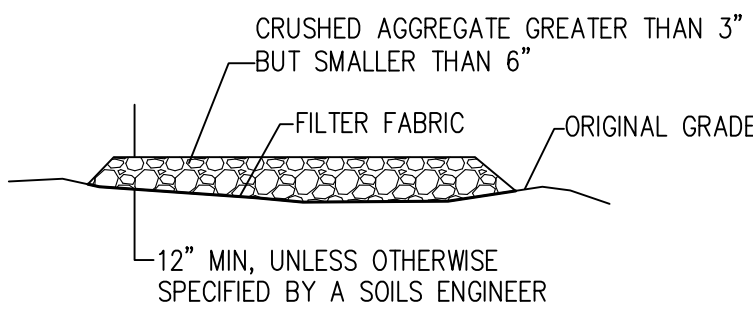


TYPICAL DRAINAGE SWALE

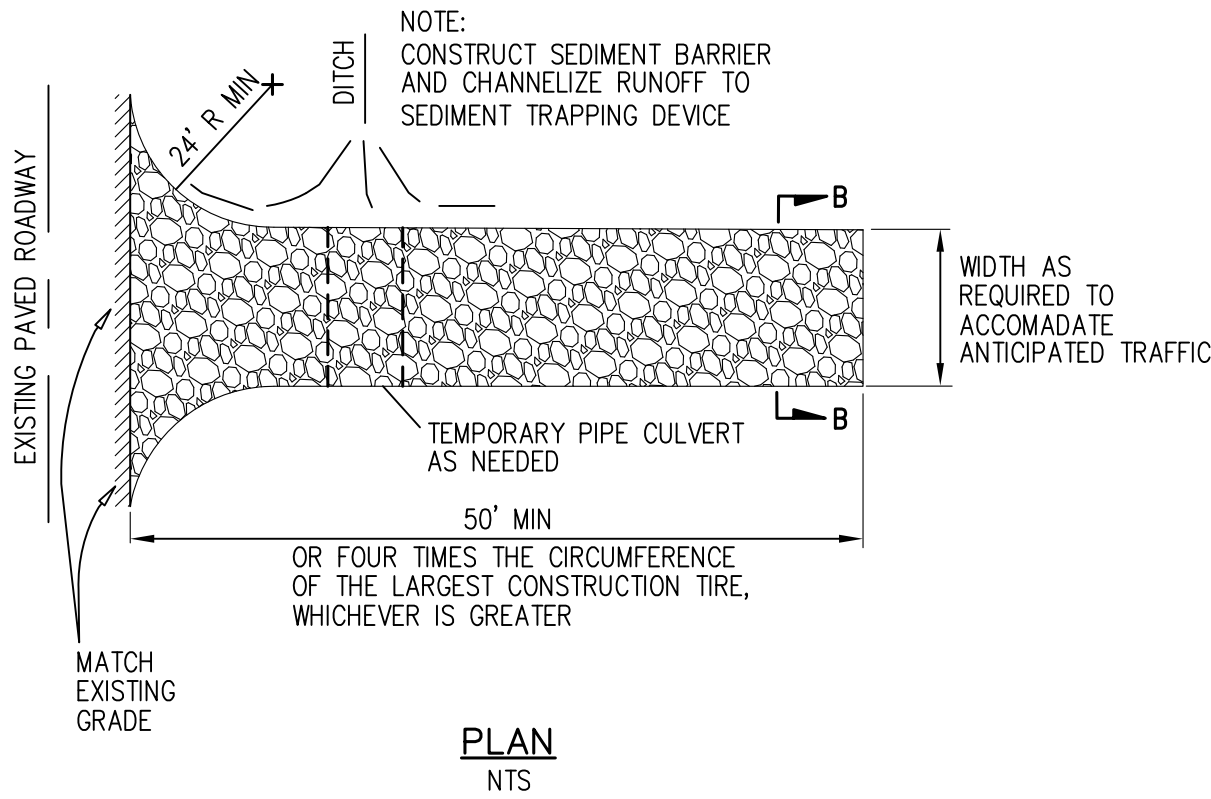


TYPICAL EARTH DIKE

STC-1: STABILIZED CONSTRUCTION ENTRANCE/EXIT



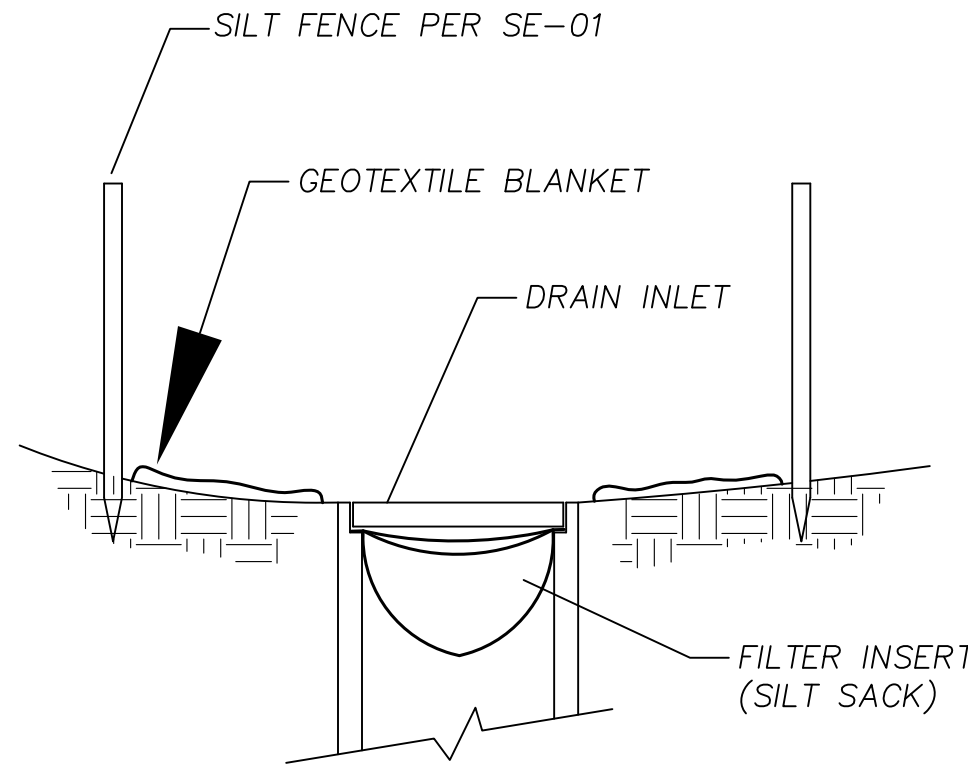
SECTION B-B
NTS



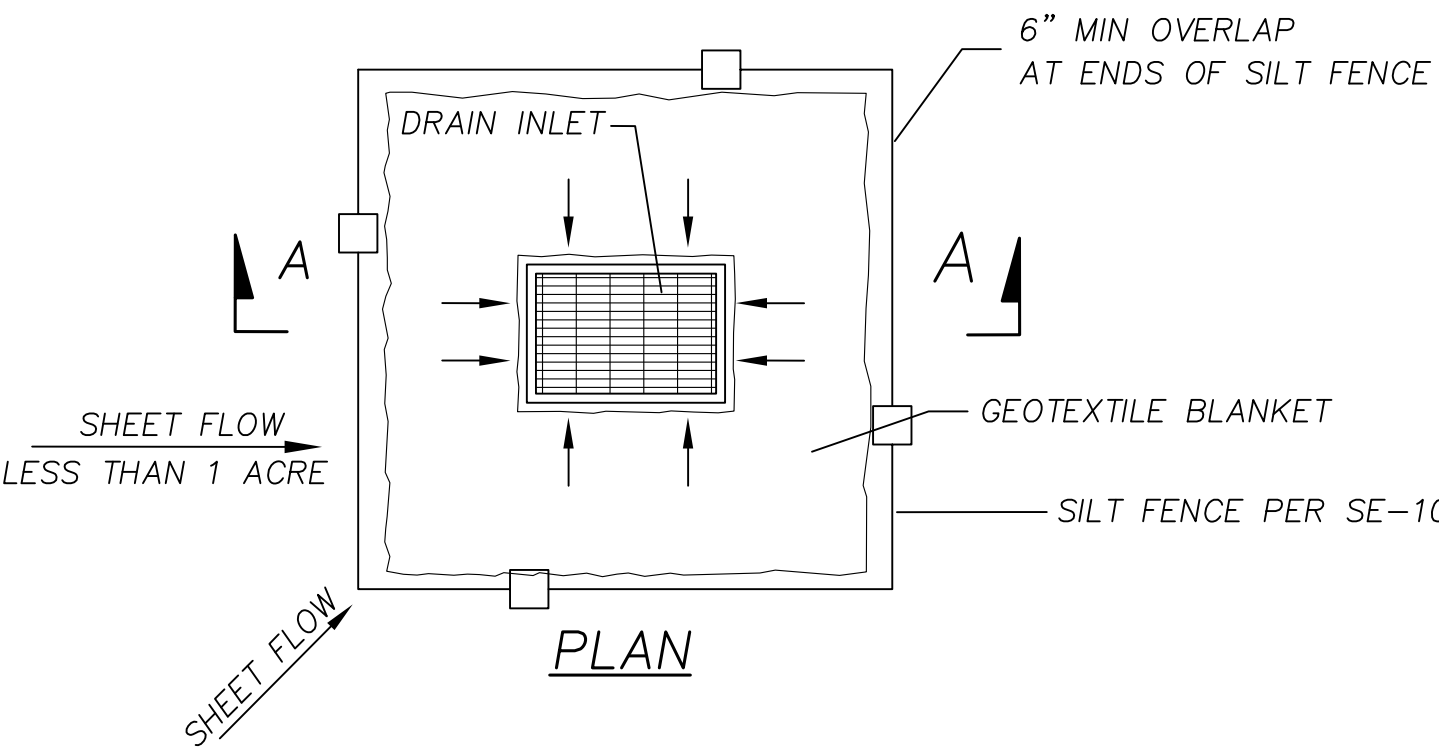
PLAN
NTS

SE-10: STORM DRAIN INLET PROTECTION (TYPE 1)

1. FOR USE IN AREAS WHERE GRADING HAS BEEN COMPLETED AND FINAL SOIL STABILIZATION AND SEEDING ARE PENDING.
2. NOT APPLICABLE IN PAVED AREAS.
3. NOT APPLICABLE IN PAVED AREAS.



SECTION A-A



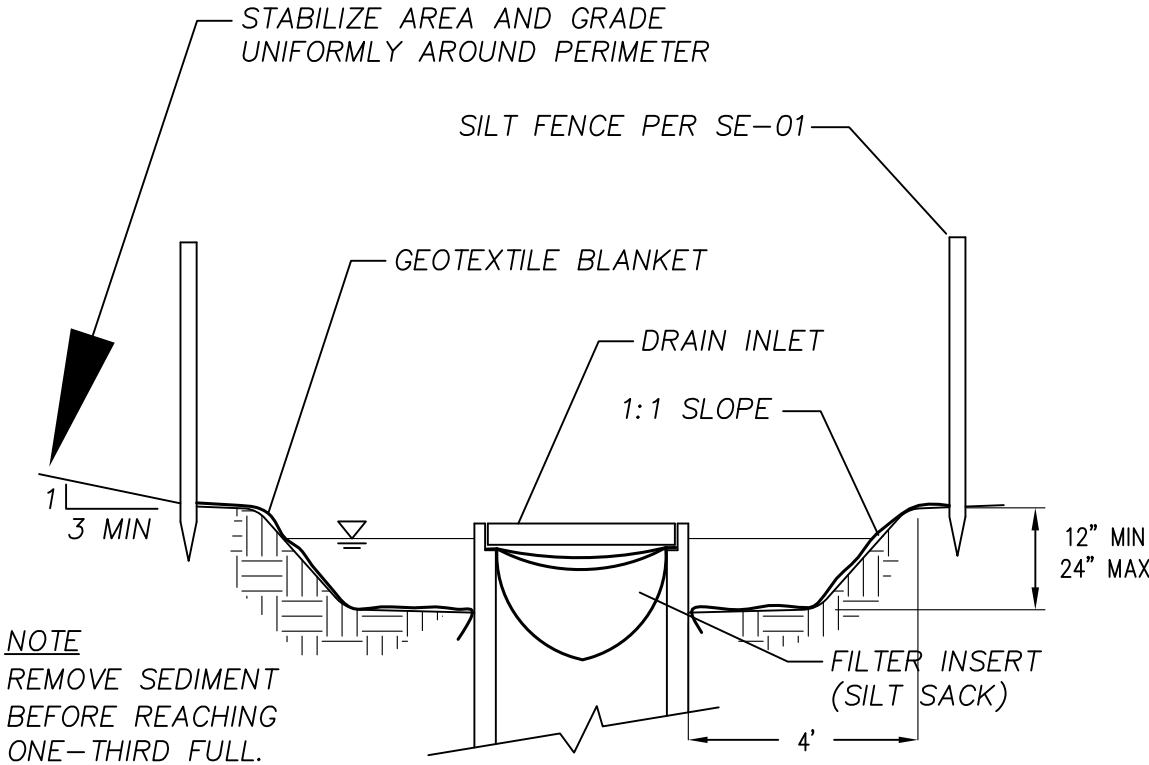
PLAN

DRAIN INLET PROTECTION (TYPE 1)

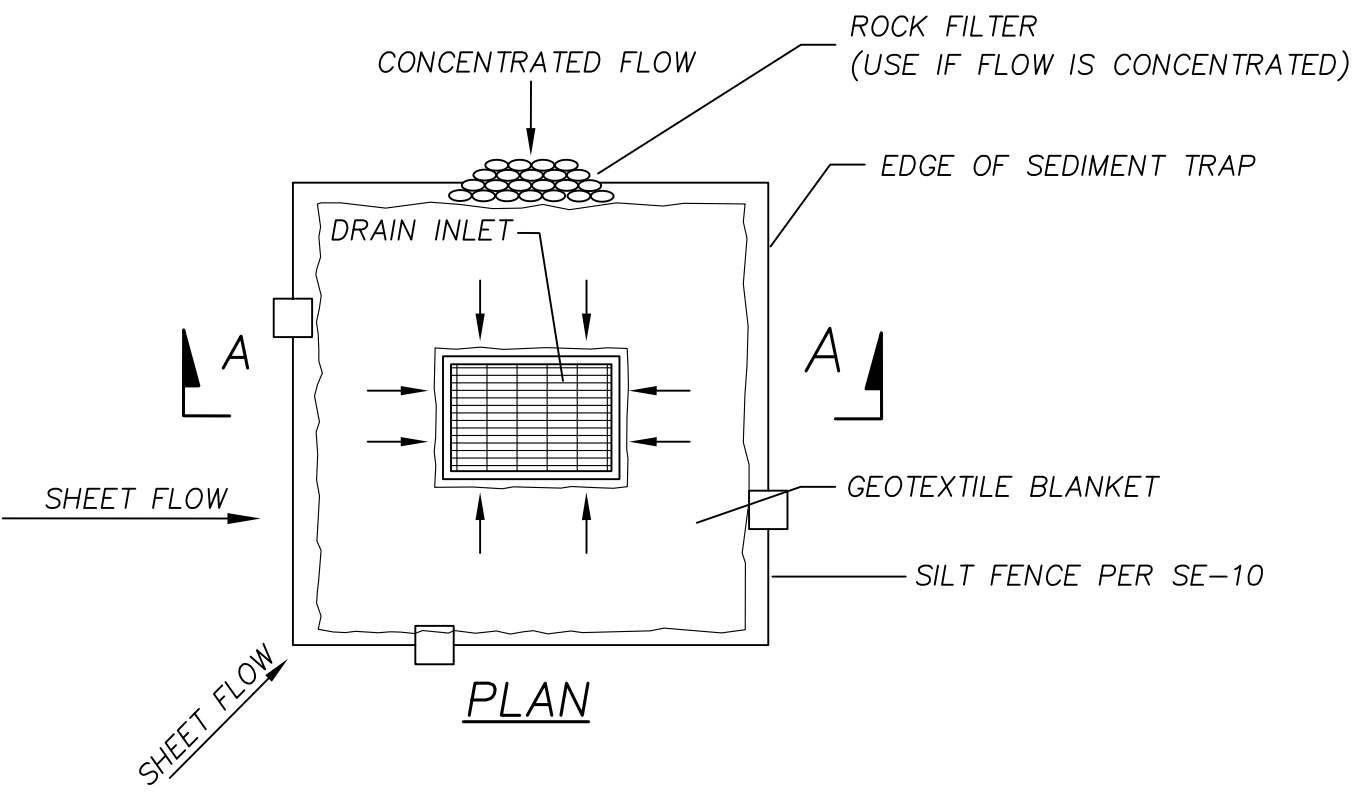
NO SCALE

SE-10: STORM DRAIN INLET PROTECTION (TYPE 2)

1. FOR USE IN CLEARED AND GRUBBED AND IN GRADED AREAS.
2. SHAPE BASIN SO THAT LONGEST INFLOW AREA FACES LONGEST LENGTH OF TRAP.
3. FOR CONCENTRATED FLOWS, SHAPED BASIN IN 2:1 RATIO WITH LENGTH ORIENTED TOWARDS DIRECTION OF FLOW.



SECTION A-A



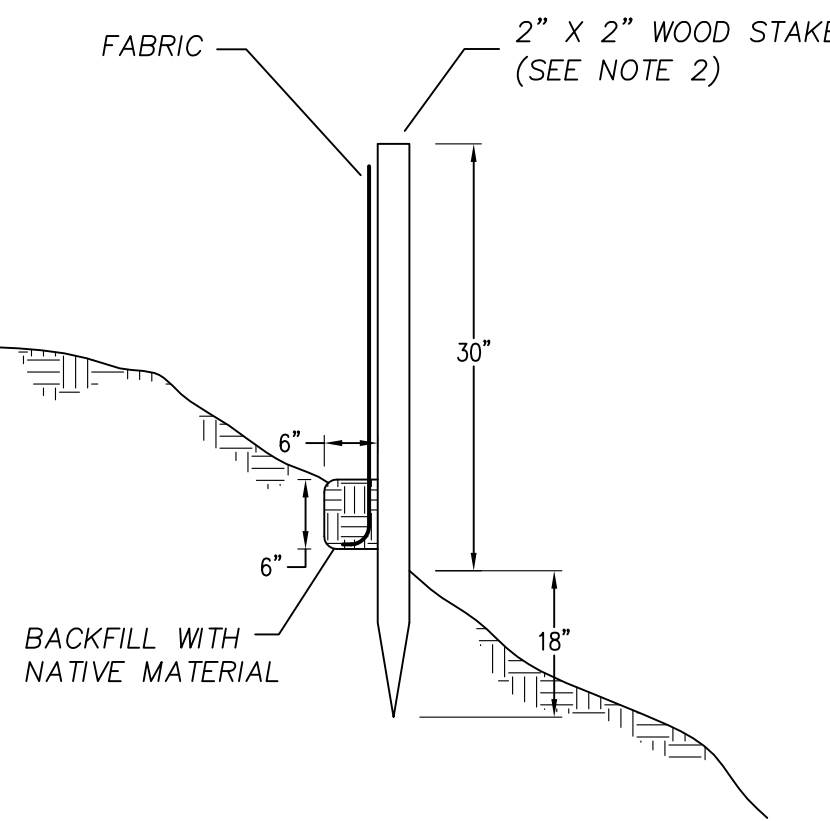
PLAN

DRAIN INLET PROTECTION (TYPE 2)

NO SCALE

SE-1: SILT FENCE

1. CONSTRUCT THE LENGTH OF EACH REACH SO THAT THE CHANGE IN BASE ELEVATION ALONG THE REACH DOES NOT EXCEED 1/3 THE HEIGHT OF THE LINEAR BARRIER, IN NO CASE SHALL THE REACH LENGTH EXCEED 500 FT.
2. STAKES SHALL BE SPACED AT 8 FT MAXIMUM AND SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
3. STAKES TO OVERLAP AND FENCE FABRIC TO FOLD AROUND EACH STAKE ONE FULL TURN. SECURE FABRIC TO STAKE WITH 4 STAPLES.
4. STAKES SHALL BE DRIVEN TIGHTLY TOGETHER TO PREVENT POTENTIAL FLOW-THROUGH OF SEDIMENT AT JOINT. THE TOPS OF THE STAKES SHALL BE SECURED WITH WIRE.
5. FOR END STAKE, FENCE FABRIC SHALL BE FOLDED AROUND TWO STAKES ONE FULL TURN AND SECURED WITH 4 STAPLES.
6. MINIMUM 4 STAPLES PER STAKE.
7. THE SUPPORT HEIGHT OF ALL SILT FENCE SHALL NOT EXCEED 36 INCHES ABOVE THE GROUND.
8. THE FILTER FABRIC SHALL BE FASTENED TO THE UPHILL SIDE OF THE FENCE POSTS AND 6 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE GROUND.
9. MAINTENANCE OPENINGS SHALL BE CONSTRUCTED IN A MANNER TO ENSURE SEDIMENT REMAINS BEHIND SILT FENCE.
10. JOINING SECTIONS SHALL NOT BE PLACED AT SUMP LOCATIONS.
11. SANDBAG ROWS AND LAYERS SHALL BE OFFSET TO ELIMINATE GAPS.



SILT FENCE DETAIL

NO SCALE

NO.	DESCRIPTION	DATE	BY

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

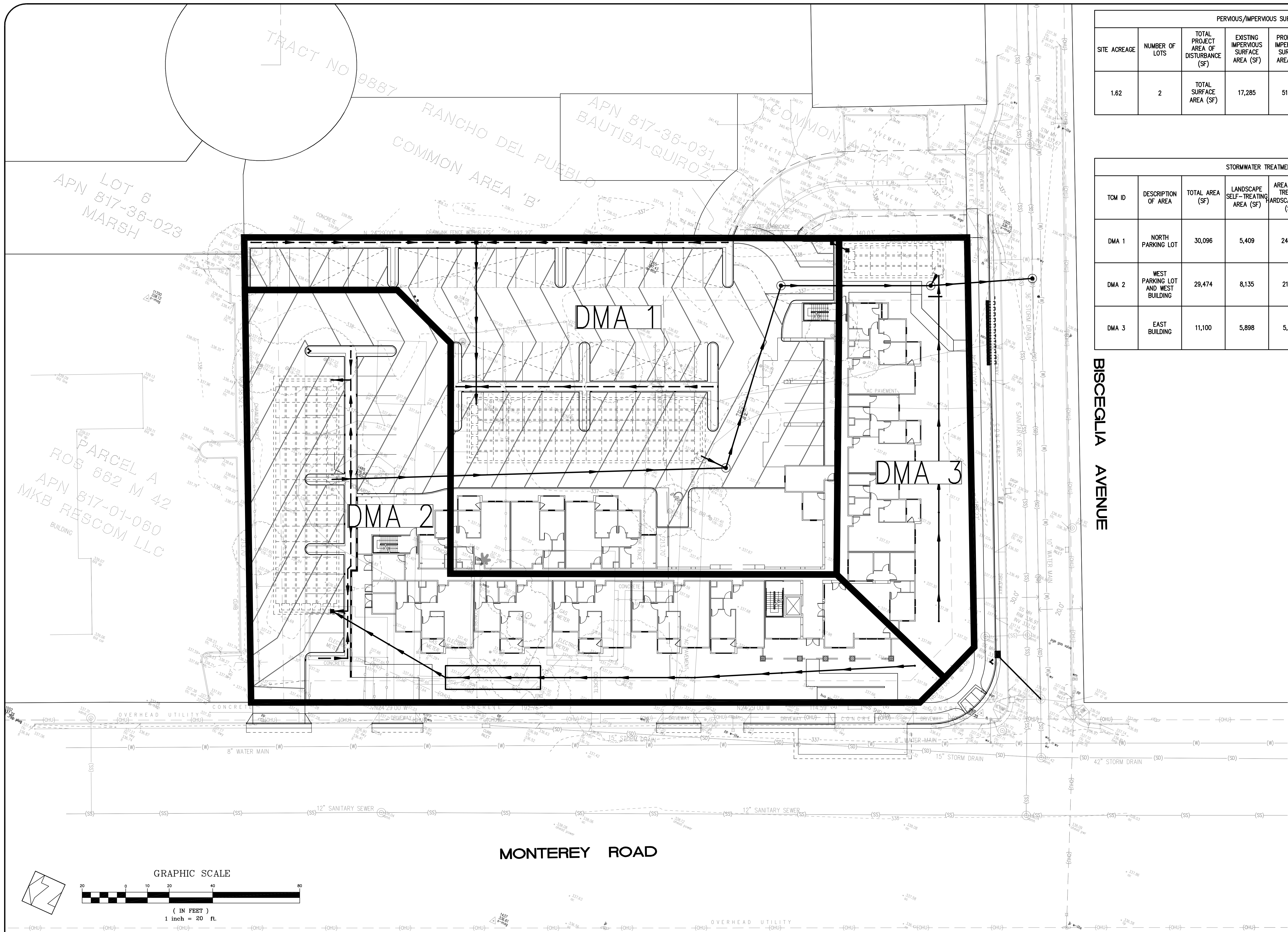
DRAWN	DESIGN	HOR
CHECKED	DATE	VERT
APPROVED	DATE	AS BUILT
KARL D. BJARKE - CITY ENGINEER P.C.E. #28921	EXP. 3/31/07	JOB NUMBER 14018



City of Morgan Hill
Public Works Department

Erosion Control Details
Crossings at Monterey

PLAN SET
PRINT DATE
SHEET NUMBER
C.7 OF 8

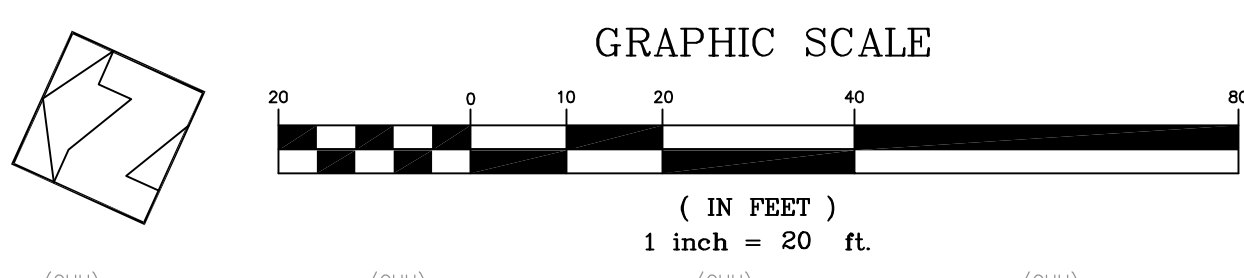


PERVIOUS/IMPERVIOUS SURFACE AREA						
SITE ACREAGE	NUMBER OF LOTS	TOTAL PROJECT AREA OF DISTURBANCE (SF)	EXISTING IMPERVIOUS SURFACE AREA (SF)	PROPOSED IMPERVIOUS SURFACE AREA (SF)	EXISTING OR REPLACED PERVIOUS SURFACE AREA (SF)	PROPOSED OR REPLACED PERVIOUS SURFACE AREA (SF)
1.62	2	TOTAL SURFACE AREA (SF)	17,285	51,180	11,767	19,442
			UNDERGROUND INFILTRATION CHAMBERS			

STORMWATER TREATMENT AREA						
TCM ID	DESCRIPTION OF AREA	TOTAL AREA (SF)	LANDSCAPE SELF-TREATING AREA (SF)	AREA TO BE TREATED HARDSCAPE/ROOF (SF)	TREATMENT AREA REQUIRED (10% RULE) (SF)	TREATMENT AREA PROVIDED (SF)
DMA 1	NORTH PARKING LOT	30,096	5,409	24,687	2,469	3,285
DMA 2	WEST PARKING LOT AND WEST BUILDING	29,474	8,135	21,291	2,129	3,285
DMA 3	EAST BUILDING	11,100	5,898	5,202	520	716
			UNDERGROUND INFILTRATION CHAMBER			

BISCIGLIA AVENUE

MONTEREY ROAD



NO.	DESCRIPTION	DATE	BY
Revisions			

CITY OF MORGAN HILL
Public Works Dept.
100 Edes Ct.
Morgan Hill, CA 95037
(408) 776-7337

DRAWN	DESIGN	HOR 1"=20'
CHECKED	DATE	VERT
APPROVED	DATE	AS BUILT
KARL D. BUARKE - CITY ENGINEER R.C.E. #28221	EXP. 3/31/07	JOB NUMBER 14018

City of Morgan Hill
Public Works Department

Stormwater Control Plan
Crossings at Monterey

PLAN SET
PRINT DATE
SHEET NUMBER
C.8 OF 8
Packet Pg. 91



November 29, 2017
(Updated January 16, 2018)

Ms. Terry Linder
Interim Planning Manager
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Re: Letter of Justification for Zoning
Amendment, 16800-16840 Monterey Road
Crossings on Monterey

Dear Terry:

UHC 00661 Morgan Hill, LP is pleased to present our Letter of Justification for the proposed Zoning Classification Amendment for 16800-16840 Monterey Road in Morgan Hill. The project will consist of 39 affordable housing units and a community office and service space on the 1.62 acre site.

1. Cite Specific General Plan policies and action statements that support the proposed application.

Policy CNF-2.1 Orderly Development. Promote the orderly development of the City, with concentric growth and infill of existing developed areas.

The project site is located approximately .25 acres south of the Downtown, creating a medium to high density project on a site that is for the most part a vacant property.

Policy CNF-2.2 A Balanced Community. Plan for the needs of all socioeconomic segments of the community, encouraging a balance and match in jobs and housing within the City.

The proposed project will be a workforce housing development for individuals and families making 30%-60% of Area Median Income. Its proximity to Downtown Morgan Hill and to public transportation will allow residents to walk or commute to work.

Policy CNF-3.10 Multi-Family Housing. Maintain an adequate supply of allotments available for multi-family and affordable housing consistent with the City's adopted Housing Element.

As noted, the proposed project will be a workforce housing development for individuals and families making 30%-60% of Area Median Income.

Attachment: Applicant Justification Letter (1611 : UHC- Zoning Amendment/DA)

Policy CNF-8.8 Blighted Buildings. Rehabilitate or replace run- down, blighted buildings and developments, including trailer courts.

The site presently is comprised of a vacant parcel and three homes that are over 50 years of age. The development will replace the three homes and improve the vacant parcel.

Policy CNF-10.3 Adequate Supply of Multi-Family Housing. Provide for an adequate supply of multi-family housing, located convenient to shopping, services, and transportation routes.

As mentioned, the project site is located approximately .25 acres south of the Downtown. Additionally, the project is .5 miles north of full service commercial that includes grocery, pharmacy and post office services. An active bus stop is situated in the front of the project.

Policy CNF-10.5 Affordable Single-Family Housing. To the maximum extent possible, emphasize single- family units in affordable housing allocations, rental and ownership housing assistance projects, and rehabilitation programs to improve the existing housing stock.

As noted, the proposed project will be a workforce housing development for individuals and families making 30%-60% of Area Median Income

2. Explain how the proposed Zoning Classification Amendment is in conformance with the General Plan.

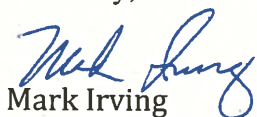
The Zoning Amendment simply updates the zoning to reflect the current General Plan designation. UHC's proposal to amend the PUD of the current CC-R-PUD. This will make the zoning consistent with the Mixed Use General Plan designation, as the Mixed Use "allows for a mix of residential, commercial, and office uses". The General Plan allows land with the amended PUD designation to be developed as solely residential if the site is consistent with surrounding block.

3. Explain the purpose of the amendment?

Zoning Classification Amendment request is to eliminate the old PD designation that is not required for the project.

We appreciate your consideration of our proposal, and please contact us if there are any other questions you would like us to resolve to help move this application forward.

Sincerely,



Mark Irving
Director of Land Planning



January 15, 2018

Ms. Terry Linder
Interim Planning Manager
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Re: Density Bonus and Concessions Requests
Crossings on Monterey
16800-16840 Monterey Road

Dear Ms. Linder:

As part of the entitlement of the Crossings on Monterey, a 39-unit affordable housing community, UHC requests a Density Bonus and Concessions to economically and aesthetically enhance the site. The Affordable Housing Density Bonus will amend the General Plan density to increase from 20 units to the acre to 24 units to the acre. The concessions are for the front building setback to be a minimum of 22.4 feet, and the building height to be 42 feet.

Density Bonus:

The proposed project density is 24 units to the acre. The current zoning of the project is CC-R-PUD which allows 32 units to the acre. The General Plan Designation for the site is Mixed Use and allows a density of 20 units to the acre. The Density Bonus will amend the PUD of the General Plan to increase the density to the proposed 24 units, a 20% increase.

The Density Bonus is provided by California State Law: AB-2501 Housing Density Bonuses which amended Section 65915 of the Government Code. With the Crossings on Monterey being 100% affordable and a mix of 30%-60% of AMI (Extremely Low to Low Income), the allowable density bonus is 35%.

Concessions Requested:

- 1) Request that the deck and patio areas to be at a setback of 22.4 feet from the right of way along Monterey. The building sections are at 25 foot setbacks. The typical standard is a 25-foot front setback within this zoning.
- 2) Request a maximum height of the roof elements, including roof towers to be 42 feet. The concession would replace the typical standard of a maximum height of 35 feet for the building structure with an allowable minimum and maximum of 10 feet of roof structure, or 45 feet.

Justification for the Concession of Setback at 22.4 feet:

a) The 22.4-foot setback allows for the linear footage to have 6 additional units and the necessary parking spaces to functionally and financially make the project more economical. Development of 39 units instead of 33 provides a better economy of scale for both the per unit development and operating costs.

b) The public health, safety and physical environment are enhanced by providing open patio and deck area for the tenants. The 22.4-foot setback when combined with minimum driveway aisle and parking design allows for the project to fulfill its parking needs on site and not impact the surrounding neighborhood. The property is not listed on the California Registry of Historical Resources.

c) The setback concession is allowed under State law.

Justification for the Concession of Roof Height at 42 feet:

a) The height request of 42 feet is a result of design enhancements to the building to address city comments made during the Measure C process. The height request at 42 feet is less expense for the project than the city minimum/maximun of 45 feet height for sloped roofs and tower features.

b) The public health, safety and physical environment are enhanced by providing a more attractive building. Additionally, the roof well area will accommodate more AC condenser units when the height is 42 feet instead of 35 feet. This reduces the noise generated from the condensers and eliminates the need to place condensers on the ground. The property is not listed on the California Registry of Historical Resources.

c) The height concession is allowed under State law.

UHC is utilizing the State's Affordable Housing Parking Law as outlined in the California State Law: AB-2501 Housing Density Bonuses to address the parking requirements of the project.

Thank you for your consideration to UHC's Density Bonus and Concessions requests to economically and aesthetically enhance the Crossings on Monterey. The Affordable Housing Density Bonus will properly align the General Plan and Zoning of the project. The front building setback and the building height concessions will enhance the aesthetics of the project while providing a lower cost per affordable unit.

Best Regards,


John Bigley
COO

Attachment: Applicant Justification Letter (1611 : UHC- Zoning Amendment/DA)

**ADDENDUM TO CHURCH - ALCINI INITIAL STUDY/MITIGATED
NEGATIVE DECLARATION
FEBRUARY 2018**

Submitted to:

City of Morgan Hill

Community Development Department

17575 Peak Avenue

Morgan Hill, CA 95037

Prepared by:

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Campbell, CA 95008

408-340-5642

Attachment: Addendum to IS [Revision 2] (1611 : UHC- Zoning Amendment/DA)

SECTION 1 INTRODUCTION

This environmental document is an Addendum to the Church-Alcini Mixed-Use Development Project Initial Study/Mitigated Negative Declaration (IS/MND), adopted July 19, 2006 by the City of Morgan Hill. Since adoption of the IS/MND, changes to the project have been proposed, thus requiring further environmental analysis. The proposed changes to the project are addressed in this Addendum. As demonstrated in this document, the IS/MND continues to serve as the appropriate document addressing the environmental impacts of these improvement pursuant to the California Environmental Quality Act (CEQA).

SECTION 2 BACKGROUND

The adopted IS/MND was prepared to address construction-level and operational impacts of the proposed project. The project proposed to rezone an approximately 3.5-acre project site from Central Commercial, Residential District to Central Commercial, Residential District with Planned Unit Development (PUD) to allow for the development of up to 14 single-family detached residential units, 30 multi-family attached residential units, and 11,200 square feet of retail space on the project site.

The 14 single-family residential units were constructed subsequent to the adoption of the IS/MND, leaving 1.62 acres of property to be developed with the 30 multi-family attached units and 11,200 square feet of retail space.

Subsequently, the subject site included an amended plan to include 32 multi-family residential units and 11,000 square feet of commercial/office space approved on August 22, 2007.

Since that time, the applicant has proposed another revision to the project. The proposed project would demolish the existing structures on the remaining 1.62-acre site and construct 39 multi-family attached residential units, including a community meeting room for the site and three small offices to support the residents onsite. Thirty-eight of the units would be affordable units. No commercial space would be a part of the project.

SECTION 3 PURPOSE OF ADDENDUM TO THE IS/MND

When a proposed project is changed or there are changes in environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent EIR or MND is prepared. CEQA Guidelines Sections 15162 and 15164 sets forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent MND is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

- No new significant impacts will result from the project or from new mitigation measures.
- No substantial increase in the severity of environmental impact will occur.
- No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact, been found to be feasible.

Based upon the information provided in Section 5.0 of this document, the changes to the Approved Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS/MND, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present.

Therefore, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the refinements to the project.

CONCLUSIONS

This Addendum addresses the environmental effects associated only with refinements/enhancements to the Approved Project that have occurred since adoption of the IS/MND. The conclusions of the analysis in this Addendum remain consistent with those made in the IS/MND. No new significant impacts will result, and no substantial increase in severity of impacts will result from those previously identified in the IS/MND.

SECTION 4 PROJECT DESCRIPTION

Project Location and Setting

The project site is located north of Bisceglia Avenue between Monterey Road and Church Street in the City of Morgan Hill. There are several vacant properties along Monterey Road within the vicinity of the site. To the north of the property is low intensity commercial, to the south is a single-family residence and low intensity commercial, to the west is commercial and vacant land and to the east is single-family residential development. Vehicular access to the project site is proposed from one driveway on Monterey Road and one driveway from Bisceglia Avenue through the adjacent property.

Figure 1
Project Location



Source: Google Maps 2018

Project Modifications since IS/MND Adoption

The single-family component of the project was completed, including the dead-end vehicular access to the site from Bisceglia Avenue through the adjacent property. The adopted IS/MND described a mixed-use project with 30 attached multi-family units over 11,200 square feet of retail in two buildings.

The proposed project eliminates the retail space. The proposed project is a single, three-story building with 39 attached multi-family dwelling units. Thirty-eight of those units are to be restricted for affordable rental housing with the remaining unit to be rented to the manager of the site. On the ground floor, 1,457 square feet is allocated to a community meeting room for

the site and three small offices to be used by the on-site management. Seventy-five parking spaces are provided.

Table 1 summarizes the project's consistency with the City's development standards.

Table 1
Project Summary

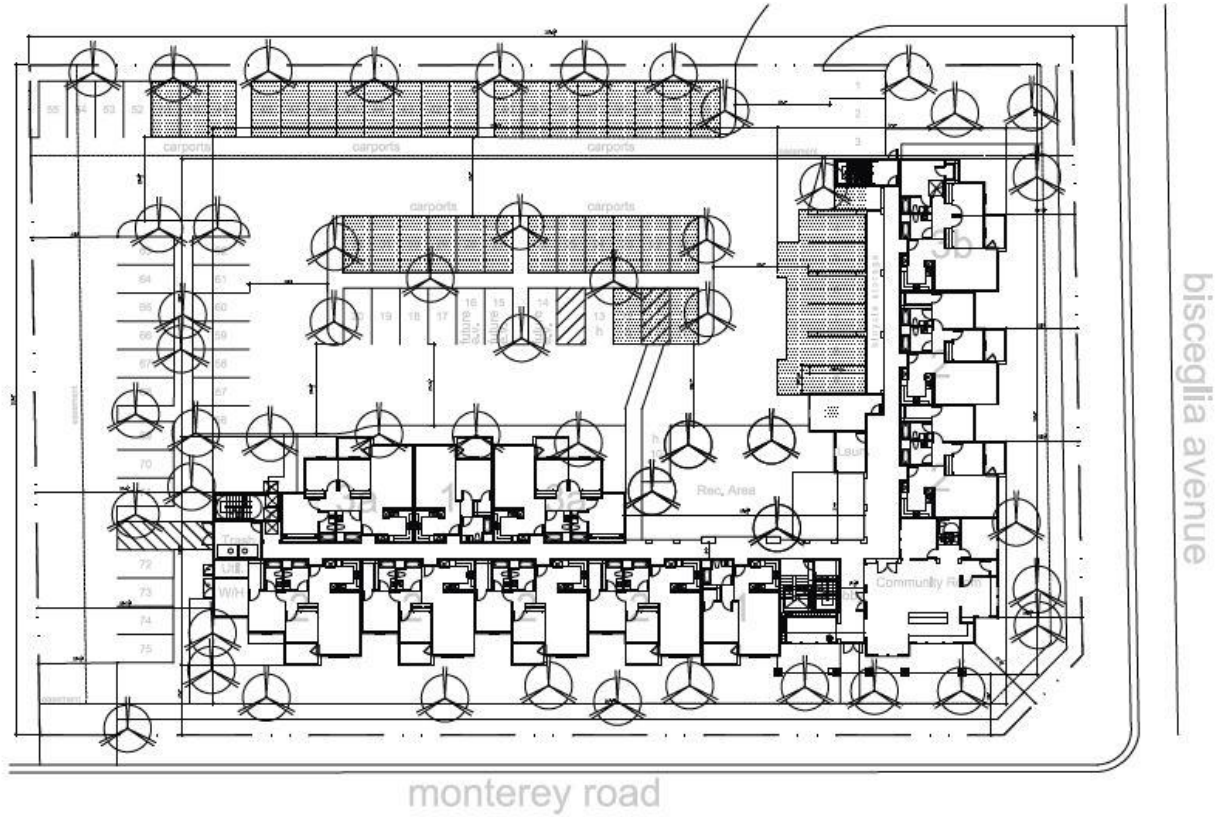
Standard (CC-R)	Requirement	Proposed	Consistent
Density	20 DU/AC max	24 DU/AC	Density Bonus
Minimum Lot Size:	6,000 SF	70,731 SF (combined)	Yes
Setbacks:			
Front	25 FT	20 FT	Concession
Rear	20 FT	30 FT	Yes
Side	5 FT	56 FT	Yes
Street-side	15 FT	22 FT	Yes
Height	35 FT / 45 FT with 10 FT devoted to roof element	42 FT at towers; 35 FT for other roof elements	Concession
Parking: (Morgan Hill)			
1.5 (1 bedroom)	6 x 1.5 = 9		
2 (2 bedroom)	18 x 2 = 36		
2.5 (3 bedroom)	15 x 2.5 = 38		
Guest parking	39 units/3=13 spaces		
Total:	96		
Parking: (State Law)			
1 (1 bedroom)	1 x 6 units= 6 spaces		
2 (2 & 3 bedroom)	2 x 33 units = 66 spaces		

Standard (CC-R)	Requirement	Proposed	Consistent
Guest parking	0		
Total:	72	75 (39 covered)	Concession

Table 2
Project Square footage

Use	Number	Square footage
1 bedroom	6	746 – 758 sf
2 bedroom	18	988 – 991 sf
3 bedroom	15	1100 – 1133 sf
Community Room/Offices	1/3	1,4570 sf

Figure 2
Proposed Site Plan



Source: WHA, January 23, 2018

Figure 3
Proposed Elevations

Addendum to Church – Alcini IS/MND



Right Elevation



Left Elevation



Rear Elevation

Source: WHA, January 23, 2018

Figure 4
Site Photographs

Addendum to Church – Alcini IS/MND



View of property from existing driveway off Bisceglia



View of property from Monterey Rd.

SECTION 5 Environmental Analysis

As explained in Section 3, this comparative analysis has been undertaken pursuant to the provisions of CEQA Sections 15162 and 15164 to provide the City with the factual basis for determining whether any changes in the project, any changes in circumstances, or any new information since the IS/MND was adopted require additional environmental review or preparation of a Subsequent MND or EIR to the IS/MND previously prepared.

As described in the Project Description, changes to the project have occurred since the adoption of the IS/MND. Because of this, new analysis for impacts within the project area is provided in this Addendum. The environmental analysis provided in the IS/MND remains current and applicable to the proposed project in areas unaffected by the design refinements for the environmental topics, as listed below:

Aesthetics:

The proposed changes do not result in additional impacts to aesthetic resources beyond those identified in the adopted IS/MND. The previous project included mixed-use buildings up to 45 feet, while the proposed buildings will be no taller than 42 feet. The building footprint of the proposed project is smaller than the previous iteration since the new proposal includes an L-shaped building that is situated along Monterey Road and Bisceglia Avenue. The proposed project includes greater setbacks from the roadways. Conformance with the City's design guidelines and Site and Architectural findings will ensure the proposal is compatible with surrounding development. No new mitigation measures are required for the proposed project.

Agricultural and Forestry Resources:

The adopted IS/MND identified no impacts to agricultural and forestry resources because there are no prime, unique, or statewide important farmlands in the project area. The IS/MND did not identify impacts to agricultural uses; therefore, mitigation was not required. The proposed project results in no change in the previous evaluation.

Air Quality:

The original project was evaluated against an older version of the Bay Area Air Quality Management District (BAAQMD) guidelines. Since the adoption of the IS/MND, a portion of the project has been constructed. Using the operational and construction screening level sizes contained within the BAAQMD's May 2017 guidelines, the project is too small to have an impact on air quality. The operational threshold size is 451 dwelling units and the construction screening size is 240 dwelling units. The IS/MND identified standard construction measures for the project. While no new impacts are identified, this project would be subject to the updated standard measures for construction dust-related activities in accordance with BAAQMD and incorporation of the previous mitigation to reduce the impacts to less than significant.

Biological Resources:

The adopted IS/MND identified mitigation measures for removal of protected trees tree nesting raptors and burrowing owls. The conditions on the site have not changed to require additional mitigation. The proposed project does not change these mitigation measures and does not create any new conditions that require new mitigations.

Cultural Resources:

The previously adopted IS/MND relied upon evaluations conducted by Holman & Associates and Ward Hill, Architectural Historian. Based on those studies no impacts were determined based on the implementation of the previous project. The proposed project would still demolish the same structures and have similar construction impacts. Therefore, no significant impacts are anticipated.

Geology and Soils:

The adopted IS/MND identified that the site contains expansive soils, which is a significant impact. Mitigation measures were required. The proposed project does not introduce any new significant impacts and therefore no new mitigation is required.

Greenhouse Gas Emissions:

At the time of adoption of the IS/MND greenhouse gas emissions was not a topic for study. However, based on the size of the project, the project does not exceed the thresholds established by BAAQMD that would create a significant impact. BAAQMD identifies that a project with fewer than 78 dwelling units would not create a significant impact for greenhouse gas emissions. The proposed project would not conflict with applicable climate plans, policies or regulations.

Hazards and Hazardous Materials:

The adopted IS/MND identified three mitigation measures regarding the possibility of underground storage tanks (although the State's Envirostor database does not identify the site as having one), an on-site well, and asbestos containing materials. No new conditions are known on the site and the existing mitigation measures are still applicable. No new mitigation measures are required.

Hydrology and Water Quality:

The adopted IS/MND identified mitigation regarding potential impacts on water quality. The projects impacts would not be greater than what was previously identified. In addition, the proposed project is subject to current stormwater quality controls that are more stringent than what was in effect when the IS/MND was adopted. No new mitigation is required.

A minor administrative change is made to this section to reflect adoption of Ordinance number 2261 by the City Council which renumbered the Flood Damage Prevention Chapter from Chapter 18.42 to Chapter 15.80.

Land Use:

The proposed project is an affordable housing project that proposes 24/units per net acre. The Downtown Specific Plan allows up to 20/units per net acre. The project is eligible for a density bonus and concessions to deviate from development standards. The applicant proposes concessions for the front setback and height to the building.

The proposed use is consistent with the City's General Plan (Mixed-Use). The project proposes to amend the adopted PUD for the site to reconcile the differences between the adopted PUD and the new project. Part of the previous project is now constructed and operational.

The proposed project eliminates the retail space. The proposed project is a single, three-story building with 39 attached multi-family dwelling units. On the ground floor, 1,457 square feet is allocated to a community meeting room for the site and three small offices to be used by the on-site management. Seventy-five parking spaces are provided.

No new conditions regarding the proposal constitute additional significant impacts, therefore no new mitigation is required.

Mineral Resources:

The adopted IS/MND concluded that there were no impacts. The environmental setting has not changed for the site. Therefore, the proposed project would not result in additional impacts and therefore no new mitigation is required.

Noise:

The adopted IS/MND identified mitigation measures regarding interior noise levels and construction noise. The proposed project does not introduce any new sources of noise not previously identified. The project would be subject to the City's Municipal Code regarding construction and General Plan standards regarding noise. No new mitigation is required.

Population and Housing:

The proposed project's density is accounted for within the City's Residential Development Control System (RDCS); therefore, the project would not result in population growth that has not been accounted for in the City's General Plan or otherwise induce substantial new population growth. For these reasons, the project would not result in significant population or housing impacts.

Public Services:

The project was considered during the RDCS process and it was determined that the project would not result in new significant impacts towards public services. The project would be subject to payment of school and park impact fees. Therefore, there are no significant impacts to public services.

Recreation:

The adopted IS/MND identified that the project included 0.22 acres of private park/open space for use by residents and that the proposed project was unlikely to create substantial new demand for recreational services or facilities. The proposed project includes a tot lot (0.05 acres), which is in addition to the private park that is already constructed. While, incrementally, there would be an increase in demand with nine additional dwelling units than previously indicated, it is not expected that this would result in substantial new demand or deterioration of existing recreational facilities. The project is subject to payment of park impact fees. No new mitigation is required.

Transportation:

The adopted IS/MND did not identify any significant impacts or mitigation measures. The proposed project includes fewer trips than what was evaluated in the IS/MND. Using the *Institute of Transportation Engineers 9th Generation Trip Generation Manual*, the former project with 14 single-family units, 30 multi-family units and 11,200 square feet of commercial resulted in 39 AM peak hour trips and 54 PM peak hour trips. The proposed project (including the single-family for comparison) results in 29 AM peak hour trips and 37 PM peak hour trips. Therefore, the project results in less than significant impacts and does not require new mitigation.

Utilities and Service Systems:

No mitigation was identified in the adopted IS/MND. During the RDCS process, the ability of existing utility and service systems to meet demand for the proposed project was evaluated and it was determined that the existing utility and service systems are adequate to serve the proposed project and no upgrades to the existing systems is needed. The proposed project will adhere to stormwater water quality requirements and therefore, the proposed project will not exceed the capacity of the stormwater drainage system. For these reasons, the proposed project would not substantially increase demand on existing utility and service systems.

Mandatory Findings of Significance:

The potential impacts of the proposed project with regard to biological resources, cultural resources and direct and indirect effects on human beings would be comparable to the Approved Project and reduced for traffic and trash generation.

Conclusions

Based on the information contained in this Addendum, the proposed project would not result in a measurable increase in environmental impacts over what was previously analyzed in the adopted IS/MND. Although the design and the composition of the uses have changed, no new significant impacts have been identified, nor any of the previously identified impacts are more severe than the conclusions of the IS/MND.

Addendum to Church – Alcini IS/MND

Based upon the evidence included in the above analysis, the proposed project as described in the Project Description would not result in a substantial change in the conclusions and analysis included in the IS/MND.

MITIGATION MONITORING AND REPORTING PROGRAM

CHURCH-ALCINI

ZA 05-09, SD 05-010, DA 05-08, MC 04-15

ADDENDUM TO CHURCH-ALCINI

ZA2017-0010:MONTEREY-UHC



~~JUNE 2006~~
Updated
February 6, 2018

PREFACE

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring and Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring and reporting program is to ensure compliance with the mitigation measures during project implementation.

On July 19, 2006, the Mitigated Negative Declaration was adopted for the Church-Alcini Mixed-Use Development project. The Initial Study/Mitigated Negative Declaration concluded that the implementation of the project could result in significant effects on the environment; therefore, mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring and Reporting Program outlines these measures and how, when, and by whom they will be implemented.

Since adoption of the adopted July 19, 2006 by the City of Morgan Hill. Since adoption of the Church-Alcini Mixed-Use Development Project IS/MND, changes to the project have been proposed, thus requiring further environmental analysis. The proposed changes to the project are addressed in an Addendum. As demonstrated in the document, the IS/MND continues to serve as the appropriate document addressing the environmental impacts of these improvements pursuant to the California Environmental Quality Act (CEQA).

Based on the information contained in the Addendum, the proposed project would not result in a measurable increase in environmental impacts over what was previously analyzed in the adopted IS/MND. Although the design and the composition of the uses have changed, no new significant impacts have been identified, nor any of the previously identified impacts are more severe than the conclusions of the IS/MND. Minor clarifications have been made to the Mitigation Measures which do not change the original intent of the mitigation measure.

MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)
ZA2017-0010: MONTEREY-UHC

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
AIR QUALITY				
Earthmoving activities during construction could result in significant dust generation.	- In accordance with the City of Morgan Hill Standard Conditions of Approval, prior to recordation of the final map, the applicant shall submit to the Director of Community Development, a management plan detailing strategies for dust control during construction of the project. The intent of this condition is to minimize construction related disturbance of residents of the nearby or adjacent properties. - In addition, the Bay Area Air Quality Management District (BAAQMD) has prepared a list of feasible construction dust control measures that can reduce construction impacts to a level that is less than significant. The following construction practices would be implemented during construction of the proposed project: ➤ Water all active construction areas at least twice daily. ➤ Cover all trucks hauling soil, sand, or other loose materials or require all trucks to maintain at least two feet of freeboard. ➤ Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets. ➤ Use dust-proof chutes for loading construction/demolition debris onto trucks. ➤ Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.). ➤ Install gravel bags, fiber rolls, or other effective erosion control	Prior to recordation of the final map, the applicant shall submit a dust control management plan to the Director of Community Development for review and approval. The BAAQMD construction dust control measures shall be incorporated in the plan. During construction, the project contractor shall implement the dust control management plan.	Dust control measures shall be implemented during all construction. All measures shall be printed on all construction documents, contracts, and project plans.	Director of Community Development

Attachment: Church-Alcini MMRP (1611 : UHC- Zoning Amendment/DA)

MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)
ZA2017-0010: MONTEREY-UHC

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
	measures to prevent silt runoff to public roadways.			

BIOLOGICAL RESOURCES

The proposed project would remove eight protected trees, including six native oaks.	- Based on a certified arborist report submitted to the Community Development Director for review and approval, all existing healthy ordinance and non-ordinance size trees on the project site will be incorporated into the proposed project to the greatest extent feasible. - All ordinance size trees removed by the proposed project will be replaced with box specimen native trees. - Pursuant to the requirements of Morgan Hill Municipal Code, Chapter 12.32, Restrictions on Removal of Significant Trees, future development will include a landscape plan that contains replacement tree plantings for all protected trees removed by the project, which will be subject to the review and approval of the Community Development Director.	Prior to obtaining a tree removal permit, the applicant shall submit a certified arborist report and a landscape plan to the Director of Community Development for review and approval.	Tree protection and tree replacement measures shall be implemented during redevelopment of project site. All measures shall be printed on all construction documents, contracts, and project plans.	Director of Community Development
The project is subject to the Citywide Burrowing Owl Habitat Mitigation Plan.	- The developer shall participate in the Citywide Burrowing Owl Habitat Mitigation Plan, a mitigation program acceptable to the California Department of Fish and Game. In conformance with the City's Burrowing Owl Habitat Mitigation Plan, the project proposes the following measures to avoid direct and indirect impacts to burrowing owls: ➤ Pre-construction surveys shall be completed to determine if burrowing owls are present within the footprint of the proposed grading area, no more than 30 days prior to initiation of any construction-related activities. A report from the ornithologist documenting the survey will be provided to the Director of Community Development for review and approval, prior to the start of construction.	No more than 30 days prior to the initiation of any construction-related activities the applicant shall submit to the Director of Community Development a report prepared by a qualified ornithologist that documents the results of the survey and adherence to the	All measures shall be printed on all construction documents, contracts, and project plans. The report prepared by a qualified ornithologist that documents the results of the survey and	Director of Community Development

**MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)
ZA2017-0010: MONTEREY-UHC**

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
	Should burrowing owls be found on the site during the breeding season (February 1 through August 31), exclusion zones with a 250-foot radius from occupied burrows, shall be established. All project-related activities shall occur outside of the exclusion area until the young have fledged. If preconstruction surveys are completed during the non-breeding season and burrowing owls are observed on the site, the owls may be relocated upon approval of the California Department of Fish and Game once mitigation has been provided. The City of Morgan Hill has adopted a fee program that funds setting aside or managing Preserve Land to provide habitat for burrowing owls. Providing habitat for burrowing owls elsewhere offsets indirect and cumulative impacts from the loss of foraging and nesting habitat in the City during the current General Plan planning horizon. Prior to issuance of a building permit, the project applicant shall pay the Burrowing Owl Fee to offset the cost of implementing the Citywide Burrowing Owl Habitat Mitigation Plan.	Citywide Burrowing Owl Habitat Mitigation Plan. Prior to issuance of a building permit, the project applicant shall pay the Burrowing Owl Fee.	adherence to the Citywide Burrowing Owl Habitat Mitigation Plan shall be subject to the review and approval of the Director of Community Development.	

GEOLOGY AND SOILS

Soils on the project site are expansive, which can adversely affect building foundations and pavement.	In accordance with the City of Morgan Hill Standard Conditions of Approval, the applicant shall provide the City of Morgan Hill Director of Public Works with a project-specific geotechnical report for review and approval, prior to issuance of building permits. The report shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by	Prior to the issuance of building permits, the applicant shall provide a project-specific geotechnical report to the Director of Public Works for review and approval.	Recommendations in the geotechnical report shall be implemented during construction. All measures shall	Director of Public Works
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MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)
ZA2017-0010: MONTEREY-UHC

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
	- geologic factors. - In addition, the proposed project would conform to Title 24 of the California Code of Regulations (California Building Standards Code). Title 24 contains the regulations that govern the construction of buildings in California. The proposed project would be designed in accordance with Seismic Zone 4 building criteria, as described in the California Building Standards Code. Zone 4 criteria allow buildings to resist minor earthquakes without damage and major earthquakes without collapse.		be printed on all construction documents, contracts, and project plans.	

HAZARDS AND HAZARDOUS MATERIALS

An underground storage tank (UST) may be present on the project site. If present, a UST could create a hazard to the public or the environment.	- A geophysical subsurface investigation shall be performed to determine if USTs or associated distribution lines are present on the project site. ➤ If a UST is found, the UST will be removed under the supervision of the Santa Clara County Department of Environmental Health. If petroleum hydrocarbon contamination is encountered, it will be remediated as required by local, state, and/or federal regulations.	Prior to the issuance of building permits, the applicant shall provide the results of the geophysical subsurface investigation to the Director of Public Works for review and approval.	If an UST is found, it will be removed and any contamination remediated as appropriate. All measures shall be printed on all construction documents, contracts, and project plans.	Public Works Director Director of Community Development and Santa Clara Department of Environmental Health
The existing groundwater well on the project site, if not properly closed, could provide a conduit and for foreign materials to	The existing on-site well shall be abandoned per regulatory protocol and under the permit of the Santa Clara Valley Water District.	Prior to issuance of building permits, the applicant shall submit documentation of well closure to the Director of Public Works.	The existing well shall be properly abandoned prior to construction grading. All measures shall	Director of Public Works

MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)
ZA2017-0010: MONTEREY-UHC

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
enter the groundwater during construction.			be printed on all construction documents, contracts, and project plans.	
Demolition of the existing structures on the site could expose workers to asbestos, lead-based paint, and Polychlorinated biphenyls.	- As appropriate, a lead survey of painted surfaces and soil around the residences shall be performed prior to demolition. Requirements outlined by Cal/OSHA Lead in Construction Standard, Title 8, CCR 1532.1 shall be followed during demolition activities, including employee training, employee air monitoring, and dust control. Any debris or soil containing lead shall be disposed at landfills that meet acceptance criteria for the waste being disposed. - All potentially friable ACMs shall be removed in accordance with the NESHAP guidelines prior to building demolition or renovation that may disturb the materials. All demolition activities shall be undertaken in accordance with OSHA standards contained in Title 8 of the CCR, Section 1529, to protect workers from exposure to asbestos. Specific measures could include air monitoring during demolition and the use of vacuum extraction for asbestos-containing materials. - A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in the asbestos survey performed for the site in accordance with the standards stated above. - Materials containing more than one (1) percent asbestos are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one (1) percent asbestos shall be completed in accordance with BAAQMD requirements.	Prior to issuance of building permits, the applicant shall provide documentation of the lead and asbestos survey to the Director of Public Works for review and approval.	Asbestos, lead-based paint and soil around residences shall be handled in conformance with state and federal regulations. All measures shall be printed on all construction documents, contracts, and project plans.	Director of Public Works

Attachment: Church-Alcini MMRP (1611 : UHC- Zoning Amendment/DA)

MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)
ZA2017-0010: MONTEREY-UHC

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
HYDROLOGY AND WATER QUALITY				
The project site is within a flood plain, which could damage the proposed improvements or harm future occupants of the proposed project.	In accordance with Chapter <u>15.80</u> (formerly 18.42), Flood Damage Prevention <u>Ordinance</u>, of the City of Morgan Hill <u>Municipal Code</u>, the proposed project shall be designed to avoid damage and/or harm to future occupants from flooding.	Prior to the issuance of building permits, the applicant shall provide a <u>hydrologic and hydraulic engineering analysis</u> , flood damage prevention plan to the <u>City Engineer/ Floodplain Administrator</u> Director of Public Works for review and approval.	The flood <u>analysis</u> damage-prevention plan shall be incorporated into project plans and all measures shall be printed on all construction documents, contracts, and project plans.	<u>City Engineer/ Floodplain Administrator</u> Director of Public Works
Project construction could degrade water quality downstream of the project site.	In accordance with the City of Morgan Hill Standard Conditions of Approval and the General National Pollutant Discharge Elimination System Storm Water Permit (NPDES) for Construction Activities, the project shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and an Erosion Control Plan (ECP). The plans shall be submitted to the Director of Public Works for review and approval, prior to final map approval. The ECP and SWPPP shall demonstrate how the project would eliminate or reduce non-stormwater discharges into the stormwater system, how discharges into the stormwater system would be monitored, and what Best Management Practices (BMPs) would be implemented by the project to avoid water quality impacts during construction (e.g., street sweeping, fiber rolls, temporary cover and/or permanent cover).	Prior to the issuance of building permits, the applicant shall provide a SWPP and ECP to the Director of Public Works for review and approval.	The SWPPP and ECP shall be incorporated into project plans and all measures shall be printed on all construction documents, contracts, and project plans.	Director of Public Works

Attachment: Church-Alcini MMRP (1611 : UHC- Zoning Amendment/DA)

Ongoing use of the proposed project could degrade water quality downstream of the project site.	All stormwater runoff from the project site would be diverted into the proposed on-site stormwater detention area. Prior to entering the stormwater detention area, the runoff would flow over grassy swales. The grassy swales would filter pollutants out of the stormwater and the detention area would allow sediment to settle out of the stormwater, prior to the stormwater entering the storm drainage system.	Prior to issuance of building permits, the applicant shall submit a Storm Drainage Study to the Director of Public Works for	The stormwater detention area and grassy swales shall be constructed during site redevelopment and	Director of Public Works
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**MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)**

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
		review and approval.	all measures shall be printed on all construction documents, contracts, and project plans.	

NOISE

Residences along Monterey Road will be exposed to exterior noise levels greater than 60 dBA Ldn and the open space area and the single-family detached residences could also be exposed to exterior noise levels greater than 60 dBA Ldn.	• A project-specific acoustical analysis shall be prepared for the proposed project that meets the following noise reduction requirements: ➤ Interior average noise levels shall be reduced to 45 dBA Ldn or lower to meet City and State standards. Interior maximum noise levels shall be reduced to 50 dBA in bedrooms and 55 dBA in all other habitable rooms. ➤ Building sound insulation requirements shall include the provision of forced-air mechanical ventilation for all new units, so that windows could be kept closed at the occupant's discretion to control noise. ➤ Special building construction techniques (e.g., sound rated windows and doors, sound rated wall constructions, and acoustical caulking) will likely be required for the residential uses proposed along Monterey Road and possibly some of the single-family detached residences. ➤ The specific determination of what treatments are necessary will be completed on a residence-by-residence basis. Prior to issuance of a building permit, the results of the analysis, including the description of the necessary noise control treatments, will be submitted to the City along with the	Prior to issuance of a building permit, the project applicant shall submit a project-specific acoustical analysis to the Chief Building Official for review and approval.	Residential buildings shall be constructed to meet City and State of California noise standards. All measures shall be printed on all construction documents, contracts, and project plans.	Director of Community Development/ Building Official
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Attachment: Church-Alcini MMRP (1611 : UHC- Zoning Amendment/DA)

MITIGATION MONITORING AND REPORTING PROGRAM
CHURCH-ALCINI (ZA 05-09, SD 05-010, DA 05-08, MC 04-15)

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
	building plans for review and approval.			

SOURCE: City of Morgan Hill, *Church-Alcini Initial Study*, May 2006.