

**RESOLUTION NO. 21-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL APPROVING AMENDMENTS TO THE MASTER SIGN PROGRAM FOR TENNANT STATION FOR TENANT BUILDINGS WITH MODIFIED ROOF ELEMENTS LOCATED AT 400 TENNANT STATION WAY ON THE SOUTHEAST CORNER OF TENNANT AVENUE AND MONTEREY ROAD (APN 817-06-041, 055, 056, 057, 058).**

**WHEREAS**, on October 29, 2020, CommonWealth Central Credit Union submitted an application to amend the Tennant Station Master Sign Program AAE-2020-0004: Tennant Station – CommonWealth Central Credit Union to allow window graphics, increase in letter height and logo height, allow wall mounted logo and ATM signs, allow signs on each elevation, and allow flexibility on trim color on tenant buildings with modified roof elements;

**WHEREAS**, the Development Services Director has determined that the amendment to the Master Sign Program is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311 Class 11 of the CEQA Guidelines;

**WHEREAS**, such request was considered by the Planning Commission at their regular meeting of February 23, 2021; 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 Master Sign Program amendments are consistent with Section 18.88.110 (Master Sign Program) of the Morgan Hill Municipal Code.

**SECTION 2.** The project is Categorically Exempt from CEQA pursuant to Section 15311.


**SECTION 3.** The Master Sign Program shall be approved with conditions as provided in Exhibit A and amended as provided in Exhibit B – “Tennant Station Master Sign Program – Revised February 2021”.

**PASSED AND ADOPTED THIS 23<sup>rd</sup> DAY OF FEBRUARY 2021, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:**

**AYES:**                      **COMMISSIONERS:**                      **HABIB, KUMAR, MUELLER, TANDA, GONZALEZ-ESCOTO, DOWNEY,**


**ABSTAIN:**                    **COMMISSIONERS:**                    **NONE**  
**ABSENT:**                    **COMMISSIONERS:**                    **NONE**

**ATTEST:**  
  
\_\_\_\_\_  
**JENNA LUNA, Deputy City Clerk**

**APPROVED:**  
  
\_\_\_\_\_  
**MOHAMMAD HABIB, Chair**

**AFFIDAVIT**

We, CommonWealth Central Credit Union, applicants, hereby agree to accept and abide by the terms and conditions specified in this resolution.

By:   
\_\_\_\_\_

Date: March 23, 2021

**EXHIBIT "A"**  
**STANDARD CONDITIONS**

**APPLICATION NO: AAE2020-0004**  
**THE FOLLOWING APPROVAL REQUIREMENTS AND ANY SPECIAL**  
**CONDITIONS SHALL BE APPLIED THROUGH THE DEVELOPMENT APPROVAL**  
**PROCESS.**

**I. PROJECT DESCRIPTION**

The project includes an amendment to the Master Sign Program for Tennant Station.

**II. PROJECT CONDITIONS OF APPROVAL**

This Master Sign Program Amendment (File Number AAE2020-0004) approval is limited to the revised Program dated February 2021 on file (File Number USPA03-04 Tennant- Tennant Station) with the Development Services Department. Signs proposed within Tennant Station must be in substantial conformance with the Master Sign Program as determined by the Development Services Director.

It shall be the responsibility of the Owner to ensure that any changes or modifications to the Project are in compliance with the original City Conditions of Approval of the Project, which are hereby incorporated herein as set forth in full.

**PLANNING DIVISION**

**DEFENSE AND INDEMNITY**

A. As part of, and in connection, with this application to the City of Morgan Hill, Applicant agrees to defend, indemnify, and hold harmless the City of Morgan Hill, its officers, agents, employees, officials and representatives (Indemnitees) from and against any and all claims, actions, or proceedings arising from any suit for damages or for equitable or injunctive relief which is filed against City to attack, set aside, void or annul its approval of this application or any related decision, or the adoption of any environmental documents which relates to said approval. The City shall promptly notify the Applicant of any such claim, action or proceeding and the City shall cooperate fully in the defense thereof. In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall retain the right to approve (a) the counsel to so defend Indemnitees; (b) all significant decisions concerning the manner in which the defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably

withheld. This indemnification shall include, but is not limited to, (a) all pre-tender litigation costs incurred on behalf of the City, including City's attorney's fees and all other litigation costs and expenses, including expert witnesses, required to defend against any lawsuit brought as a result of City's approval or approvals; (b) reasonable internal City administrative costs, including but not limited to staff time and expense spent on the litigation, after tender is accepted; and (c) all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision. City may, in its sole discretion, participate in the defense of such action; but such participation shall not relieve Applicant of its obligations under this condition. The undersigned hereby represents that they are the Applicant or are fully empowered by the Applicant as their agent to agree to provide the indemnification, defense and hold harmless obligations, and the signature below represents the unconditional agreement by Applicant to be bound by such conditions.

## **SIGNS**

- A. **Separate application required for sign approval:** Signs proposed for this development shall be designed in conformance with the Master Sign Program and shall require separate application and approval by the Planning Division prior to installation of any signs.
  
- B. **Unpermitted Monument Sign:** The unpermitted monument sign located along Tennant Avenue shall be removed prior to issuance of any additional signs within the shopping center.

## **BUILDING DIVISION**

- A. There is a 10'-0" Public Utility Easement (PUE) located along Tennant Avenue. No signs shall be located in the PUE as the easement is required to be kept clear of all buildings and structures.

## **GENERAL**

- A. **Mitigation Fee Act:** Notice is hereby given that, pursuant to the Mitigation Fee Act, the City of Morgan Hill charges certain fees (as such term is defined in Government Code Section 66000) in connection with approval of this development project for the purpose of defraying all or a portion of the cost of public facilities related to this development project (Mitigation Fee Act Fees). These fees do not include fees for processing applications for

governmental regulatory actions or approvals, fees collected as part of development agreements, or as a part of the application for the City's Residential Development Control System. The Mitigation Fee Act Fees applying to this project are listed in the schedule of fees to be provided at building permit stage. Notice is also hereby given that the Developer has an opportunity to protest the imposition of the Mitigation Fee Act Fees within 90 days of the approval or conditional approval of this development project and that the 90-day protest period has begun.

- B. **Signed copies of Approval Certificate:** Submit two (2) signed copies of the Approval Certificate to the Planning Division prior to issuance of a building permit.

**MASTER SIGN PROGRAM  
TENNANT STATION  
REVISED FEBRUARY 2021**

**INTENT**

The purpose of these Criteria is to establish a coordinated sign program that affords each Tenant an adequate identification while achieving an attractive and harmonious overall appearance among the leased spaces. Deviations from the Criteria will not generally be approved. All signs shall be compatible with the architectural style, design, material and color of buildings attached or adjacent to the signs. Tenants with an established corporate advertising requirement will be allowed special consideration for colors, while the letter style and mounting must match the Sign Criteria. Special consideration will also be accorded when advertising requirements specify logos; sign face colors and letter style. These regulations and guidelines have been established for the purpose of assuring that all environmental graphics within Tennant Station are consistent with established architectural standards. All other conditions are to be met as displayed in these Criteria. All signs shall be in compliance with the following:

**AUTHORIZATION**

1. This approval authorizes a Master Signage Program in accordance with The City of Morgan Hill for Tennant Station. The Master Sign Program regulated by this approval includes the following properties: Tennant Station – Tennant Avenue @ Monterey Road, Morgan Hill respectively. Unless otherwise stated herein, the Master Sign Program shall be consistent with the local ordinance and standards of the City of Morgan Hill Municipal Code as they pertain to signage.
2. All signs within the subject area shall comply with the sign criteria and made part of the Conditional Use Permit Application entitled “Tennant Station-Morgan Hill, Planned Signage Program”, except as amended herein.

**SECTION A**

**General Information**

- A. Design
  1. On all freestanding signs, including monument signs, only the sign’s copy shall be illuminated and not the signs’ background.
  2. The copy, font and colors vary from tenant to tenant and must be reviewed and approved by the landlord and the City of Morgan Hill for consistency with MSP.

B. Construction/Installation

1. Tenant wall signs shall be individual pan channel letters constructed of aluminum backs and returns with acrylic face, internally illuminated using neon or LED light source.
2. All exterior signs shall be secured by proven hardware and adequately secured to the backing.
3. All exposed fasteners to be painted to match the background surface.
4. All wireways, transformers, electrical boxes, switches, wiring, conduit and access doors shall be concealed.
5. All exterior signs exposed to the weather shall be flush mounted unless otherwise specified.
6. All tenant signs attached to building wall or metal grille shall be connected to a junction box provided by landlords, with the final electrical hookup and connections by tenant's sign contractor. All tenants shall have their signs connected to their own electrical panel.
7. All penetrations of the building structure by Tenant's sign contractor required for sign installation shall be neatly sealed and watertight.
8. All identification labels shall be concealed, excepted where required by code. An Underwriter's label (UL) is required on all electrical signage.
9. Sign contractor shall repair any damage caused by their work. Damage to structure that is not repaired by the sign contractor shall become the Tenant's responsibility to correct.
10. Sign surfaces that are intended to be flat shall be without oil canning, or other visual deformities.
11. All exposed welded seams and joints shall be finished smooth.
12. The general location of wall signs shall be centered vertically and horizontally on facias and metal grilles, unless otherwise specified. Signs shall not cover or interrupt major architectural features.
13. All free standing signs shall have not less than 5'-0" set back from sidewalk.
14. Wall signs shall be allowed on all four elevations of single tenant pad buildings provided the square footage of all signage does not exceed 1.5 square feet of linear frontage of lease space.

C. Code Conformance

1. All signs shall meet or exceed all current applicable codes (i.e. Electrical, Mechanical, Structural).
2. Signage shall meet all requirements of the State of California and the City of Morgan Hill.

D. Submittals

1. Tenants shall submit detailed drawings showing typestyles, graphics, background colors and graphic sizes to be used on both Primary and Secondary Tenant Monument identification panels to landlord for approval.

2. Tenants shall submit detailed drawings showing tpestyles, graphics, background colors and graphic sizes to be used on all building signage to Landlord for approval.

E. Administration

1. Tenant shall be fully responsible for the operation of their sign contractor, and shall indemnify, defend and hold the Landlord, Landlord's representative, and all parties harmless from damages or liabilities account thereof.
2. The amount of hours per day during which the signs will be illuminated shall be determined and controlled at the Landlord's sole discretion.
3. Landlord reserves the right to hire an independent electrical engineer (at Tenant's sole expense) to inspect the installation of all sign and reserves the right to require that any discrepancies and/or code violations be corrected at Tenant's expense.
4. The sign contractor shall carry workman's compensation and public liability insurance against all damage suffered or performed against any and all persons or property while engaged in the construction or erection of signs in the amount of \$1,000,000 per occurrence.
5. At the expiration, or early termination of Tenant's lease term, Tenant shall be required to remove their signs, cap off and secure the electrical connection, patch the fascia and paint the area to satisfy the Landlord's requirements of lease termination, if not adequately satisfied within 10-days of lease termination, Landlord has the right to have this work done and back charge tenant.
6. Sign contractors shall be advised (by tenant) that no substitutes will be accepted whatsoever unless so indicated in specifications and approved by Landlord and Tenant. Any deviation from these specifications may result in the rejection of the sign by Tenant and/or Landlord.
7. In the event any conflict in the interpretation of these guidelines cannot be satisfactorily resolved, the Landlord's decision shall be final and binding upon the Tenant.

F. Prohibited Signage

1. Sign content shall be limited to business identification signs only; products or service shall not be displayed on any permanent signage. Anchor and Major Tenants however, are permitted secondary signage ("Pharmacy", "Photos", "Open 24 Hrs", "Kitchen" logo, "Western Union" and the like) when it forms part of a recognized corporate logo or slogan and/or identifies an independent lease space within the anchor space.
2. No sign shall be installed, relocated or maintained so as to prevent entry of an existing door. No sign shall create a safety hazard by obstructing a view of pedestrian and vehicular traffic.
3. No sign shall be located within a requirement easement, unless an encroachment permit has been authorized by the affected utilities.



4. No signs shall obstruct access or fire hydrants, fire department connections, or fire department access roads.
5. Signs, which imitate in size, color, and lettering or design any traffic sign or signal in such a manner as to interfere, mislead or confuse traffic, are prohibited.
6. Signs consisting of any moving, swinging, rotating, flashing, blinking, fluctuating or otherwise animated are prohibited with the exception of time and temperature and/or fuel pricing displays.
7. Any sign installed for the purpose of advertising a project, event, person or subject not related to the Tenant's business upon which said sign is located is prohibited.
8. Signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify or provide direction to a use or activity not related to its lawful making of deliveries or sales of merchandise or rendering of services from such vehicles are prohibited when such vehicles are located in the shopping center.
9. Signs, which audibly advertise, identify or provide direction to a use or activity, are prohibited.
10. It is unlawful for a Tenant to exhibit, post or display or cause to be exhibited, posed or displayed upon any sign, anything of an obscene, indecent, or of immoral nature or unlawful activity.
11. Painted wall signs are prohibited.
12. Cabinet wall signs are prohibited, except for corporate logos.
13. No flags, banners, streamers, etc.... shall be allowed on the tenant leased space or frontage except as temporary business identification or special event advertising in accordance with the City of Morgan Hill Sign Ordinance and with the prior approval of the City Planner and the Landlord. This provision does not apply to flags and banners, which are integral to the architectural character of the shopping center.

G. Temporary Signs

1. Temporary signs shall be permitted subject to approval through sign permit review.
2. Inflatable advertising devices are prohibited.
3. No temporary sign shall exceed 20 square feet or project above the roofline of the building upon which it is attached.
4. A temporary sign to advertise a commercial business or activity shall be allowed not to exceed a total of sixty (60) days in one calendar year.

H. Definitions

1. Anchor Tenant: Gross floor area greater than 50,000 square feet.
2. Major Tenant: Gross floor area greater than 14,000 square feet, but not more than 49,999 square feet.
3. Pad Tenant: Freestanding structure with a gross floor area of greater than 2,999 square feet, but not more than 20,000 square feet.
4. Shop Tenant: Gross floor area less than 3,000 square feet.
5. Service Station: Freestanding service station facility at the Tennant Station.
6. Linear Frontage: The length (in feet) of the side of a building or lease space facing public right of way or containing the public entrance.

I. Signage Area Standard

1. Sign area shall be a function of the height of the approved letters and length of the building's frontage, up to a maximum of 1.50 square feet of signage per linear frontage of the façade upon which the sign is located.
2. The square footage of individually installed letters includes the area contained within a rectangular box drawn completely around the display surface, or drawn completely around the individual letters, logs and graphic elements.
3. Window signage size not to exceed 20% of window area.

J. Existing Signage

1. Attached Building Signs:  
Major Tenants: Rosso's Furniture, 24 Hour Fitness and JoAnns Fabric signage will remain the same. Any future proposed architectural building modification will be reviewed by the City of Morgan Hill Architectural Review Board (ARB) and any proposed sign modifications shall be addressed at this time. It is the intent by the MSP to designate sign areas and plan sign placement. Architectural building changes shall also maintain this intent. It is also the intent of this MSP that should a future tenant propose Architectural building modifications there be adequate and appropriate sign locations on the building façade and not on the roof and amendments to the adopted sign criteria will be made to accommodate changes. Otherwise, any new tenant occupying these areas will be allowed signs similar to existing.
2. Freestanding:  
Sizzler monument sign will remain as existing. Should occupant change in future this sign will be replaced with a new sign type TC detailed in these criteria.

## **SECTION B**

### **Allowable Signs**

#### **A. Freestanding Signs**

1. Project Entry Monument –Sign Type T-A  
Location: Tennant Avenue @ Monterey Road  
Quantity: One (1)  
Size: Main sign area not to exceed 72 square feet  
Height: Not to exceed four (4) feet in height  
Content: Identification of center reading: ‘TENNANT STATION’  
Illumination: Neon
2. Project Entry Monument –Sign Type T-B  
Location: One (1) each on Monterey Road & Tennant Avenue  
Quantity: Two (2)  
Size: Max. 75 square feet tenant display area  
Height: Eight (8) feet  
Content: Center, Anchor & four (4) Major Tenant Identification only  
Illumination: Fluorescent
3. Secondary Tenant Monument –Sign Type T-C  
Location: One (1) each on Vineyard Blvd. & Tennant Avenue  
Quantity: Three (3)  
Size: Max. 60 square feet tenant display area  
Height: Eight (8) feet  
Content: Center, Anchor and four (4) Major Tenant identifications only  
Illumination: Fluorescent
4. Fuel Center Monument –Sign Type T-C  
Location: Tennant Avenue @ Monterey Road  
Size: Max. 32 square ft. per monument calculated by enclosing extreme perimeter of all lighted copy with a rectangle.  
Height: 7’-9” OAH (over-all-height) x 7’-2” OAW (over-all-width)  
Content: Safeway logo with fuel prices  
Illumination: Neon and LED prices

#### **B. WALL SIGNS**

1. Anchor Tenant & Inclusive Lease Space-Types S-A thru S-I  
Letter Sizes (North Elevation)
  - a. Anchor Tenant – 4’0” maximum height
  - b. Anchor Tenant Secondary Signage – 2’-0” maximum height
  - c. Anchor Lease Space Tenant – 16” maximum height
  - d. Letter Size (South Elevation): Anchor Tenant – 3’-0” maximum heightLogo Sizes:
  - a. Anchor or Anchor Lease Space Tenant logo – 5’-0” maximum height

- Sign Area: Not to exceed 1.5 square feet of linear frontage lease space  
Quantity: Can Vary  
Illumination: Neon
2. Major Tenant-Sign Type T-E Types S-A thru S-I  
Letter Size: 16" maximum height  
Logo Sizes: 16" height  
Quantity: One (1) per frontage  
Sign Length: Not to exceed or overhang the length of metal grille  
Sign Area: Not to exceed 1.5 square feet of linear frontage of lease space  
Illumination: Neon
  3. Tenants with Modified Roof Element  
Letter Size: 28-inch maximum height  
Logo Sizes: Maximum of 72 inches by 141 inches. Logo area shall be included within the maximum allowable sign area  
Window Sign: Not to exceed 30 percent of window area  
Quantity: One (1) sign and one (1) logo per lease space  
Sign Area: Not to exceed 1.5 square feet of linear frontage of lease space  
Illumination: Neon, (LED or Fluorescent Lamps for **logo's only**)  
Letter Return & Trim Cap: Black

Note: Any ATM signage located above the ATM stations shall be allowed and included in the sign area allowance for this project.

4. In Line Shop and Multi Tenant Pad Buildings-Sign Type T-E  
Letter Size: 16" (grill mounted) or 18" (fascia mounted)  
Logo Sizes: 16" (grill mounted) or 18" (fascia mounted)  
  
Quantity: One (1) per frontage  
Sign Length: Not to exceed or overhang the length of metal grille  
Sign Area: Not to exceed 1.5 square feet of linear frontage of lease space  
Illumination: Neon
5. Under Canopy Signs  
No Under Canopy Signs will be allowed
6. Fuel Center Canopy Signs-Sign Types S-1, S-2  
Location: Tennant Avenue @ Monterey Road  
Letter Size: 22 ½" (h) x 14'-0" (l)  
Logo Size: 24" 9h) x 29 ¼" (w)  
Illumination: Neon  
Sign Area: Not to exceed 1.5 square feet of linear frontage lease space  
The linear frontage of the fuel center canopy shall be considered the side facing Tennant/Monterey intersection.

Note: Any signage located above the pump station (not located on the canopy) shall be included in the sign area allowance for this project. There is not signage on fuel station kiosk.

7. Marquee Sign-See attached drawings of marquee sign for approved design.  
Letter Size: Theatre letter copy shall not exceed 24" in height.  
Maximum height for the changeable copy sign will not exceed 12".  
Sign Area: Maximum sign area will not exceed 1.5 square feet of linear frontage of lease space.  
Illuminated: Neon, Light Bulbs, Flourescent tubes, and ground flood lights.  
Location: Sign shall be located at the entrance of the theatre. See the attached drawings for the location of the marquee sign.

Note: The changeable copy sign needs to meet the criteria listed in 18.76.250F1C of the sign code.

8. Single Tenant Pad Buildings-Sign Type T-D  
Letter Size: 16" (grill mounted) or 18" (fascia mounted)  
Logo Sizes: 16" (grill mounted) or 24" (fascia mounted)  
Quantity: One (1) per elevation  
Sign Length: Not to exceed or overhang the length of metal grille  
Sign Area: Not to exceed 1.5 square feet of linear frontage of lease space  
Illumination: Neon or LED