TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
AUGUST 05, 2025
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM

Matthew Hudes, Mayor
Rob Moore, Vice Mayor
Mary Badame, Council Member
Rob Rennie, Council Member
Maria Ristow, Council Member

IMPORTANT NOTICE

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). You may watch the Council meeting without providing public comment on Comcast cable channel 15 or at www.LosGatosCA.gov/TownYouTube. Members of the public may provide public comments for agenda items in-person or virtually by following the instructions listed at the end of the agenda.

To watch and participate via Zoom, please go to:
https://losgatosca-gov.zoom.us/j/85481444677?pwd=561kip53XZTmhrTCwGDoNCvDTWQnwJ.1
Enter Passcode: 535103.

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT ITEMS *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions located at the end of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. **Approve the Minutes of the May 27, 2025, Joint Special Meeting of the Town Council and Finance Commission.**
   RECOMMENDATION: Approve the minutes of the May 27, 2025, joint special meeting of the Town Council and Finance Commission.

2. **Approve the Minutes of the June 17, 2025, Town Council Special Meeting.**
   RECOMMENDATION: Approve the minutes of the June 17, 2025, Town Council special meeting.

3. **Approve the Minutes of the June 17, 2025, Town Council Meeting.**
   RECOMMENDATION**:** Approve the minutes of the June 17, 2025, Town Council meeting.

4. Receive the Monthly Financial and Investment Report for May 2025

RECOMMENDATION: Receive the Monthly Financial and Investment Report for May 2025.

5. Accept a Report on the Approved Action Taken by the Town Manager During the 2025 Town Council Legislative Recess

RECOMMENDATION: Accept a report on the approved action taken by the Town Manager during the 2025 Town Council legislative recess.

6. Adopt a Resolution Approving the Acceptance of the 2025-26 California Highway Patrol Cannabis Tax Fund Grant Program Award for the Town of Los Gatos and Los Gatos-Monte Sereno Police Department in the Amount of $248,955.98; Authorize Parks and Public Works to Purchase Two Police Interceptor Vehicles with Fit Ups required for Police Patrol at an estimated cost of $188,868 and add these vehicles to the Town's Fleet Inventory; Authorize any additional cost to complete the vehicle fit-up, estimated not to exceed $25,000; and Authorize revenue and expenditure budget adjustments in the amount of $248,955.98 to receive and expend the grant proceeds.

RECOMMENDATION: Approve the following actions:

a. Adopt a resolution approving the acceptance of the California Highway Patrol Cannabis Tax Fund Grant Program (CTFGP) grant award in the amount of $248,955.98, and direct staff to implement the grant-funded program activities, consistent with the attached grant documents and Town policies;
b. Authorize Parks and Public Works to Purchase two police interceptor vehicles with fit-ups required for Police Patrol at an estimated cost of $188,868 and add these vehicles to the Town's Fleet Inventory; and
c. Authorize any additional cost to complete the vehicle fit-up, estimated not to exceed $25,000, with funding allocation from the Police Department operating budget.
d. Authorize revenue and expenditure budget adjustments in the amount of $248,955.98 to receive and expend the grant proceeds.

7. Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with DIXON Resources Unlimited for Services Related to the Downtown Parking Program to Increase the Total Compensation to $485,297 and Extend the Term to June 30, 2028, and Make Associated Revenue and Expenditure Budget Transfers

RECOMMENDATION: Staff Recommends that Town Council Authorize the Town Manager to:

a. Execute the First Amendment to the Agreement for Services (Attachment 1) with DIXON Resources Unlimited in relation to the Downtown Parking Program to increase the total compensation to $485,297 and extend the term to June 30, 2028; and
b. Authorize revenue and expenditure budget transfers in the amount of $19,618 from CIP Project 4118148 (Legacy Program 813-0242) Parking Implementation Program Project to Parks & Public Works operating program 5201.

8. Fourth Amendment to the Agreement for Services with Traffic Management, Inc., for the 2025 Holiday Traffic Road Closures

RECOMMENDATION: Approve the Fourth Amendment to the Agreement for Services with Traffic Management, Inc., (Attachment 1) increasing the contract amount by $41,607.64 to cover the 2025 Halloween and Children's Holiday Parade road closures and traffic control services, for a total contract amount not to exceed $135,400.64.

9. Adopt a Resolution Granting an Appeal of a Planning Commission Decision to Deny a Request to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. Located at 16511 Cypress Way. APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

RECOMMENDATION: Adopt a Resolution Granting an Appeal of a Planning Commission Decision to Deny a Request to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. Located at 16511 Cypress Way. APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

10. Adopt a Resolution Approving the Final Map for Tract No. 10620 at 16378 Bennett Way and Accept Dedications

RECOMMENDATION: Adopt a Resolution (Attachment 1) approving the Final Map (Attachment 2) for Tract No. 10620 at 16378 Bennett Way and accept dedications.

11. Authorize the Town Manager to Execute a Three-Year Agreement, with Two One-Year Extension Options, for Consultant Services, Including Pass-Through Surveying Services with Kier & Wright Civil Engineers & Surveyors, Inc., in an Amount Not to Exceed $250,000

RECOMMENDATION: Authorize the Town Manager to execute a three-year agreement, with two one-year extension options, for consultant services—including pass-through surveying services—with Kier & Wright Civil Engineers & Surveyors, Inc., in an amount not to exceed $250,000.

12. Seventh Amendment to a Special Services Agreement with Liebert Cassidy Whitmore (LCW)

RECOMMENDATION: Authorize the Town Manager to execute a Seventh Amendment (Attachment 1) to a special services agreement with Liebert Cassidy Whitmore.

13. Authorize the Town Manager to Execute a Notice of Completion and Certificate of Acceptance for Specified Private Improvements Completed by SummerHill N40 LLC for the North 40 Phase 1 Development at Lark Avenue and Los Gatos Boulevard and Direct Staff to Submit it for Recordation

RECOMMENDATION: Authorize the Town Manager to execute a Notice of Completion and Certificate of Acceptance (Attachment 1) for specified improvements completed by SummerHill N40 LLC ("SummerHill") for the North 40 Phase 1 Development at Lark Avenue and Los Gatos Boulevard and direct staff to submit it for recordation.

14. Authorize the Submission of Wildfire Planning and Mitigation Grant Applications to CAL FIRE, FEMA, and the California Fire Safe Council

RECOMMENDATION: Authorize the Submission of Wildfire Planning and Mitigation Grant Applications to CAL FIRE, FEMA, and the California Fire Safe Council.

15. **Adopt a Resolution to Appoint the Town Manager as Plan Administrator for the Town's 457(b) and 401(a) Defined Contribution Retirement Plans, Authorize the Town Manager to Execute Necessary Service Provider Agreements and Grant Town Manager the Authority to Delegate/Assign Duties for the Plan to a Fiduciary Investment Advisor Firm and Appropriate Departments and Staff.**
RECOMMENDATION: Adopt a Resolution to (1) appoint the Town Manager as Plan Administrator for the City's 457(b) and 401(a) defined contribution retirement plans; (2) authorize the Town Manager to execute necessary service provider agreements related to the administration of the plans; and (3) grant Town Manager the authority to delegate/assign duties for the plan to Shuster Advisory Group, LLC, to provide fiduciary investment advisory and plan consultative services, and appropriate departments and staff to fulfill the Town's fiduciary responsibilities and duties as outlined in Article XVI, Section 17 of the California Constitution.

16. **Authorize the Town Manager to Execute a Third Amendment to the Contract for Legal Services with the Law Firm of Goldfarb & Lipman to Increase the Contract Amount by $65,000, for a Total Contract Amount Not to Exceed $305,000**
RECOMMENDATION: Authorize the Town Manager to execute a Third Amendment to the contract for legal services with the law firm of Goldfarb & Lipman to increase the contract amount by $65,000, for a total contract amount not to exceed $305,000

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Town Council. The law generally prohibits the Town Council from discussing or taking action on such items. However, the Council may instruct staff accordingly. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. In the event additional speakers were not heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

PUBLIC HEARINGS *(Applicants/Appellants and their representatives may be allotted up to a total of five minutes for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.)*

17. **Conduct a Public Hearing to Consider Objections to the 2025 Weed Abatement Program Assessment Report and Adopt a Resolution Confirming the Report and Authorizing the Collection of the Assessment Charges**
RECOMMENDATION: Conduct a public hearing to consider objections to the 2025 Weed Abatement Program Assessment Report and adopt a resolution (Attachment 1) confirming the report and authorizing the collection of assessment charges.

18. **Consider an Appeal of a Planning Commission Decision to Approve Construction of a New Single-Family Residence with Reduced Rear Yard Setbacks, Site Improvements**

Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20. Located at 45 Reservoir Road. APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.
RECOMMENDATION: Adopt a resolution (Attachment 10) denying an appeal of a Planning Commission decision to approve a request to construct a new single-family residence with reduced rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20, located at 45 Reservoir Road.

OTHER BUSINESS *(Up to three minutes may be allotted to each speaker on any of the following items.)*

19. **Receive an Update on the Town's Federal Funding and Grants and Consider Federal Actions Impacting the Town**
RECOMMENDATION: Receive an update on the Town's federal funding and consider federal actions impacting the Town.

COUNCIL / MANAGER MATTERS

ADJOURNMENT *(Council policy is to adjourn no later than midnight unless a majority of Council votes for an extension of time.)*

ADA NOTICE In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354-6834. Notification at least two (2) business days prior to the meeting date will enable the Town to make reasonable arrangements to ensure accessibility to this meeting [28 CFR §35.102-35.104].

NOTE: The ADA access ramp to the Town Council Chambers is under construction and will be inaccessible until further notice. Persons who require the use of that ramp to attend meetings are requested to contact the Clerk's Office at least two (2) business days prior to the meeting date.

NOTICE REGARDING SUPPLEMENTAL MATERIALS - Materials related to an item on this agenda submitted to the Town Council after initial distribution of the agenda packets are available for public inspection in the Clerk's Office at Town Hall, 110 E. Main Street, Los Gatos and on the Town's website at www.losgatosca.gov. Town Council agendas and related materials can be viewed online at https://losgatos-ca.municodemeetings.com/.

HOW TO PARTICIPATE

Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below.

The public is welcome to provide oral comments in real-time during the meeting in three ways:

Zoom Webinar (Online): Join from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://losgatosca-gov.zoom.us/j/85481444677?pwd=561kip53XZTmhrTCwGDoNCvDTWQnwJ.1
Passcode: 535103. You can also type in 854 8144 4677 in the "Join a Meeting" page on the Zoom website at www.zoom.us and use passcode 535103.

When the Mayor announces the item for which you wish to speak, click the "raise hand" feature in Zoom. If you are participating by phone on the Zoom app, press *9 on your telephone keypad to raise your hand.

Telephone: Please dial (877) 336-1839 for US Toll-free or (636) 651-0008 for US Toll. (Conference code: 1052180)

If you are participating by calling in, press #2 on your telephone keypad to raise your hand.

In-Person: Please complete a "speaker's card" located on the back of the chamber benches and return it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

NOTES: Comments will be limited to three (3) minutes or less at the Mayor's discretion.
If you are unable to participate in real-time, you may email to Clerk@losgatosca.gov the subject line "Public Comment Item #__ " (insert the item number relevant to your comment).
Deadlines to submit written comments are:

-11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.
-11:00 a.m. the Monday before the Council meeting for inclusion in an addendum.
-11:00 a.m. on the day of the Council meeting for inclusion in a desk item.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 1

DRAFT
Minutes of the Joint Special Meeting of
The Town Council and Finance Commission
Tuesday, May 19, 2025
5:30 P.M.

The Town Council of the Town of Los Gatos conducted a Special Meeting in person and via teleconference to receive a Financial Management Training for Local Government.

MEETING CALLED TO ORDER AT 5:30 P.M.

ROLL CALL

Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie, and Council Member Maria Ristow.
Absent: None.

Finance Commission:
Present: Chair Reiners, Vice Chair Monk, Commissioner Fischer, Commissioner Koen, and Commissioner Rodgers.
Absent: None.

VERBAL COMMUNICATIONS

No one spoke.

PRESENTATION

1. Financial Management Training for Local Government – Budgeting and Financial Reporting Led by Experts from the Government Finance Officers Association

Chris Constantin, Town Manager, introduced the item and the presenter Katie Lugwig, Director of Resource Development for the Government Finance Officers Association's Research and Consulting Center.

Katie Lugwig provided a presentation on budgeting and financial reporting for local government.

The Town Council and Finance Commission received the presentation, engaged in discussion, and asked clarifying questions.

ADJOURNMENT

The meeting adjourned at approximately 8:58 p.m.

SUBJECT: Draft Minutes of the Special Joint Meeting of the Town Council and Finance Commission
DATE: August 5, 2025

Respectfully Submitted:

_____
Wendy Wood, Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 2

DRAFT
Minutes of the Town Council - Study Session
Tuesday, June 17, 2025

The Town Council of the Town of Los Gatos conducted a Special Meeting in person and via teleconference to hold a Study Session.

MEETING CALLED TO ORDER AT 5:15 P.M.

ROLL CALL
Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie, and Council Member Maria Ristow (participated remotely).
Absent: None.

VERBAL COMMUNICATIONS (ON ITEMS ON THE AGENDA)
Jeffrey Blum
- Commented on concerns with the proposed Code of Conduct Policy for boards and commissions, regarding a commissioner's ability to communicate and gather information.

Elenor Yick
- Commented on concerns with the proposed Code of Conduct Policy for boards and commissions regarding notification procedures for complaints and the potential impact of communication restrictions.

Gus Who
- Commented on concerns regarding censorship, legal implications, and the impact of communication restrictions.

OTHER BUSINESS
1. Review and Provide Feedback on Revisions to the Town Council Code of Conduct Policy 2-04, and the Proposed Board, Committee, and Commission Code of Conduct Policy; and Consideration of a Temporary Suspension of Restrictions Related to Commissioners Serving on Non-Profit Boards Receiving Town Funding.

Chris Constantin, Town Manager, and Wendy Wood, Town Clerk, presented the staff report and the proposed Town Council Code of Conduct Policy.

The Town Council discussed the proposed Town Council Code of Conduct Policy, asked questions, and provided general feedback.

After a discussion of the Town Council Code of Conduct Policy, there was a consensus of the Town Council to incorporate staff's recommendations and remove provisions related to a Council Member serving on a board of directors for a non-profit organization, as well as Council Member communications at community events.

MOTION: **Motion** by **Council Member Ristow** to temporarily suspend the restriction on Commissioners serving on non-profit boards that receive Town funding. **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passed unanimously by a roll call vote.**

The Town Council discussed the proposed Board and Commission Code of Conduct Policy, asked questions, and provided feedback.

Due to time constraints, the Mayor requested the scheduling of another study session to continue the discussion on the Board and Commission Code of Conduct Policy.

ADJOURNMENT
The meeting adjourned at 6:57 p.m.

Respectfully Submitted:

_____
Wendy Wood, Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 3

DRAFT
Minutes of the Town Council Meeting
Tuesday, June 17, 2025

The Town Council of the Town of Los Gatos conducted a regular meeting in person and via teleconference.

MEETING CALLED TO ORDER AT 7:00 P.M.

ROLL CALL
Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie, Council Member Maria Ristow (participating remotely).
Absent: None.

PLEDGE OF ALLEGIANCE
Johann Jacob led the Pledge of Allegiance. The audience was invited to participate.

CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)
1. Approve the Minutes of the May 27, 2025 Town Council Special Closed Session Meeting.
2. Approve the Minutes of the May 27, 2025 Town Council Special Meeting.
3. Approve the Minutes of the June 3, 2025 Town Council Closed Session Meeting.
4. Approve the Minutes of the June 3, 2025 Town Council Special Session Meeting.
5. Approve the Minutes of the June 3, 2025 Town Council Meeting.
6. Approve the Minutes of the June 10, 2025 Town Council Closed Session Meeting.
7. Receive the Monthly Financial and Investment Report for April 2025.
8. Authorize the Town Manager to Execute a Five-Year Agreement for Consultant Services with West Valley Community Services for Comprehensive Emergency Assistance Program (CEAP) Services in an Amount Not to Exceed $15,000 Annually for a Total Amount of $75,000 Over the Five-Year Term of the Agreement.
9. Adopt an Ordinance Approving the Fire Hazard Severity Zones Map to Comply with State Government Code Section 51178. Adoption of this Ordinance is Exempt Pursuant to CEQA, Section 15268, in that it is Required by the State. Town Code Amendment A-25-03. Project Location: Town Wide. Applicant: Town Of Los Gatos. **ORDINANCE 2374**
   Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Adopting Revised Cal Fire Requirements for Local Responsibility Area Fire Hazard Severity Zones.
10. Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with Kimley-Horn and Associates, Inc. to Extend the Agreement End Date to December 31, 2025.
11. Approval of Town Council Meeting Schedule for July through December 2025.
12. Authorize the Town Manager to Execute Contracts Related to the Shannon Road Repair Project (CIP No. 811-0008), Including a Public Works Contract with Ground Control, Inc. in

the Amount of $3,572,874, with Construction Change Orders Up to $357,287; Consultant Services Agreements with Haley & Aldrich Inc. in the Amount of $280,311 for Construction Management and $110,500 for Geotechnical Services; Consultant Services Agreement with Inspection Services Inc. in the Amount of $74,122.40 for Materials Testing; a Third Amendment to the Agreement with Nichols Consulting Engineers for an Increase of $68,700 for a Total Agreement Not to Exceed $555,600; and Approve Project Plans and Specifications and CEQA Exemption.

13. Authorize the Town Manager to Execute a Three-Year Agreement with Microsoft to Purchase Software Licensing Through SHI in an Amount Not to Exceed $255,785.
14. Authorize the Town Manager to Execute a Five-Year Agreement for Services with Bear Electrical Solutions LLC to Provide Traffic Signal, Streetlight, Parking Lot and Park Light Maintenance and Repair, Underground Service Alert (USA) Marking Services, Traffic Signal Safety Improvements and Park Lighting Improvements for a Total Agreement Amount Not to Exceed $865,767.
15. Authorize the Town Manger to Execute a Notice of Completion for the Wayfinding Project as part of the Parking Program Implementation CIP Project (CIP No. 23-813-0242) and Authorize Staff to Record the Notice of Completion.
16. Authorize the Town Manager to Execute an Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to Reflect the Updated FY 2025-26 Augmentation Rate of $117,136.
17. Adopt a Resolution Supporting the Allocation of $2,468,786 of the Transportation Development Act Article 3 (TDA3) Funds for the Highway 17 Bicycle and Pedestrian Overcrossing (Project No. 818-0803); Authorize the Associated Revenue and Expenditure Budget Adjustments; and Authorize Revenue and Expenditure Adjustments of $244 from the Traffic Mitigation Fund. **RESOLUTION 2025-039**
18. Authorize the Town Manager to Execute a Five-Year Agreement for Consultant Services with Project Sentinel for Tenant/Landlord Rental Dispute Resolution Services in an Amount Not to Exceed $35,700 Annually for a Total Amount of $178,500 Over the Five Year Term of the Agreement.
19. Authorize the Town Manager to Enter into a Five-Year Agreement for Cablecasting and Livestreaming Services with KCAT-TV, a Non-Profit Access Television Station.
20. Authorize the Town Manager to Negotiate and Execute a First Amendment to the Adult Recreation Center Lease and a Third Amendment to the Youth Recreation Center Lease with Los Gatos Saratoga Recreation.
21. Authorize the Town Manager to Negotiate and Execute a Lease Agreement with Anwar and Masoma Shoja, for 45 North Santa Cruz Avenue.
22. Authorize the Town Manager to Execute a Tolling Agreement with the Applicant for a Housing Development Project at 101 Blossom Hill Road.

Mayor Hudes stated he would pull Item 22 from consent, and it will be discussed as the first order of business after verbal communications.

Council Member Badame commented on Item 17 and stated she would not be supporting it.

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

MOTION: **Motion** by **Council Member Badame** to approve consent items one through twenty-one, with Council Member Badame opposed on item number 17. **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passed unanimously by roll call vote. (Council Member Badame voted no on item seventeen.)**

VERBAL COMMUNICATIONS

Maureen Heath
- Commented on Pride Month and requested the Town raise the Pride flag in 2026.

Kylie
- Commented on Pride Month and requested the Town raise the Pride flag.

SueAnn Lorig
- Commented in support of flying the Pride flag during Pride Month.

Melissa Toren, KCAT TV
- Thanked the Town for its partnership in broadcasting meetings and commented on their youth summer camp and media program.

Terry Hernandez, Pride Social President
- Commented in support of raising the Pride flag in Los Gatos.

Annie Schwartzstein
- Commented in support of raising the Pride flag in Los Gatos.

Gus Who
- Commented on various concerns with meeting notifications, transparency, traffic safety, and federal activities.

Rick Parfitt, Friends of Bear Creek Stables President
- Commented on the reopening of the Bear Creek Stables to the public.

Richard Kananen
- Commented on safety concerns with a project near the high school and requested a student safety impact study be completed.

Lynley Kerr Hogan
- Offered a prayer for the Los Gatos community.

Joseph Enz, Friends of the Los Gatos Creek
- Commented on a fence in need of repair behind St Luke's Church and safety concerns.

Jeff Suzuki, Los Gatos Anti-Racism Coalition
- Shared historical information and requested the Town raise the Pride flag during Pride Month.

Lee Quintana
- Commented in support of raising the Pride flag.

Carin Yamamoto
- Commented in support of raising the Pride flag and shared concerns about the proposed project near the high school.

Joanne Rodgers
- Commented on concerns with an approved housing project near the high school.

Ali Miano
- Commented in support of raising the Pride flag in Los Gatos.

Karen Rubio
- Commented in support of flying the Pride flag during Pride Month.

Kinsey Lee, Los Gatos Anti-Racism Coalition
- Commented in support of raising the Pride flag in Los Gatos.

Mayor Hudes stated that they will move to Item 22, which was pulled from consent.

PULLED CONSENT ITEM

22. Authorize the Town Manager to Execute a Tolling Agreement with the Applicant for a Housing Development Project at 101 Blossom Hill Road.

Gabreille Whelan, Town Attorney, provided a brief summary of the item.

Mayor Hudes opened public comment.

Joanne Rodgers
- Commented in appreciation the extra time to get clarification on the project.

Mark Mander
- Commented on concerns with parking, and the size, height, and setbacks for the proposed project.

Rich Stephens
- Commented in support of the idea of a tolling agreement, and on concerns with the height of the project.

Allan Butler
- Commented on concerns with the scale, height, and character of the project.

Susan Testa
- Commented on state housing laws and on concerns with the proposed project.

Allison Barnett
- Commented on concerns with high-rise buildings.

Peter Rehon
- Commented on concerns with developments and was not supportive of the tolling agreement.

Carin Yamamoto
- Requested clarification on the tolling agreement process.

Richard Kananen
- Commented on using the time provided by the tolling agreement to negotiate the design of the project.

Lisa Harris
- Commented on concerns with the size of the project and potential safety issues.

Arilee Ankaitis
- Commented on concerns related to the proposed project regarding pedestrian safety, parking, and traffic.

Gus Who
- Commented on various concerns.

Lynley
- Commented on various concerns related to parking and the proposed project.

Efe Torunuglo
- Commented on concerns with the aesthetic of the proposed project.

Mayor Hudes closed public comment.

MOTION: **Motion** by **Council Member Ristow** to authorize the Town Manager to execute the tolling agreement with the applicant for the housing development project at 101 Blossom Hill Road. **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passed unanimously by roll call vote.**

Mayor Hudes called a recess: 8:46 p.m.
Mayor Hudes reconvened at 8:58 p.m.

PUBLIC HEARINGS

23. Conduct Brush Abatement Program Public Hearing to Consider Objections to the Proposed Removal of Brush on Parcels Listed on the 2025 Wildland Urban Interface (WUI) Area Non-Compliant Parcel List and Order Abatement.

Nicolle Burnham, Parks and Public Works Director, presented the staff report.

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

Council discussed the item.

MOTION: **Motion** by **Council Member Badame** to order abatement of the public nuisance and potential fire hazard pursuant to the Town of Los Gatos Municipal Code, Chapter 9, regarding defensible space to properties identified in Attachment 5. **AMENDMENT**: Direct staff to work with County Fire to discuss the best way to reach the properties that were not included in the [non-compliance] list. **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passed unanimously by roll call vote.**

24. Consider an Appeal of a Planning Commission Decision Denying a Request to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. Located at 16511 Cypress Way. APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

Suray Nathan, Associate Planner, presented the staff report.

Council provided the following disclosures: Vice Mayor Moore, Council Member Ristow, and Mayor Hudes each stated they visited the property. Council Member Ristow and Mayor Hudes stated they met with the property owner.

The Michael Harris, Architect for the applicant, gave a presentation on the project and reasons for the appeal.

Mayor Hudes opened public comment.

Gus Who
- Inquired about the availability and accessibility of fire safety equipment.

Lee Quintana
- Commented on granting exceptions and suggested the town update its guidelines to reflect changes in fire safety requirements.

Mayor Hudes closed public comment.

The applicant provided closing comments.

Council discussed the item.

MOTION: **Motion** by **Council Member Ristow** to grant the appeal of a Planning Commission decision denying a request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in Gross Floor Area and Site Improvements requiring a Grading Permit on property zoned HR-2½. Located at 16511 Cypress Way. APN 532-24-004. Architecture and Site Application S-24-045. Exempt pursuant to CEQA Section 15303(a): New Construction or Conversion of Small Structures. **AMENDMENT**: Direct staff to create a resolution [granting the appeal]. **Seconded** by **Council Member Rennie.**

VOTE: **Motion passed 4-1 by roll call vote. Council Member Badame voted no.**

OTHER BUSINESS

25. Receive the Results of the 2025 Community Survey and Provide Any Comments or Direction to Staff.

Holly Young, Senior Management Analyst, presented the staff report and consultant Derek Harvey, from ETC Institute, presented the survey results.

Council asked preliminary questions.

Mayor Hudes opened public comment.

Gus Who
- Asked about consideration of traffic flow.

Mayor Hudes closed public comment.

Council discussed the item and provided feedback.

There was no action taken on this item.

COUNCIL/TOWN MANAGER REPORTS

Council Matters
- Council Member Badame participated in a meeting of a Citizen Wildfire Advisory Group.
- Vice Mayor Moore made a request to agendize before the end of the calendar year options on how to best to change Los Gatos flag policy to allow for the raising of the pride flag in June 2026. Mayor Hudes accepted the request as a future agenda item and stated he would work with staff to define the scope.
- Vice Mayor Moore stated he attended the No Kings Protest; held the last meeting of the current Young Leaders Group cohort; attended the League of California Cities Good Governance Event, and a Valley Transportation Authority (VTA) Board Meeting; spoke with two different student groups; and attended a West Valley Sanitation District Authority (WVSDA) Board meeting.
- Council Member Rennie stated he met with members of the West Valley Muslim Center (WVMC) to talk about their upcoming Conditional Use Permit (CUP) renewal; attended a Silicon Valley Clean Energy Authority (SVCEA) Board meeting, a VTA Policy Advisory Committee (PAC) Meeting, and a California Cities Association special summer meeting.
- Council Member Ristow stated she attended the Build the Future Press Conference.
- Mayor Hudes stated he participated in the Kids Camp Cameo at New Museum Los Gatos (NUMU); met with the operators of La Rinconada regarding an upcoming application; met with Mayor Belal Aftab of Saratoga to discuss wildfire; attended a meeting of a Wildfire Advisory Group; met with Los Gatos Thrives Executive Group; participated in a Cities Association Meeting; participated in a meeting with Los Gatos High School Representatives on wildfire evacuation planning, a ride along with the Los Gatos-Monte Sereno Police Department; met with Community Center Leadership meeting with Ryan Rosenberg and Los Gatos-Saratoga Union High School District Superintendent Paul Johnson.

Town Manager Matters
- Announced Town Administrative Offices will be closed on Thursday, June 19, 2025, in observance of the Juneteenth holiday.
- Announced the Town Council will recess through the month of July, and the next meeting will be held on August 5, 2025.

- Announced the annual Youth Commission recruitment is underway and applications are due July 25, 2025, at 5:00 p.m., and the Town website has additional information on how to apply.
- Announced Pacific Gas and Electric (PG&E) has sent an alert indicating it may activate Public Safety Power Shutoffs later this week.

Closed Session Report

Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session on May 27, 2025, pursuant to Government Code Section 54956.9, to discuss anticipated litigation and at that meeting authorize staff to begin negotiations of the 101 Blossom Hill Road Tolling Agreement, which was listed as a consent item for this meeting.

ADJOURNMENT

The meeting adjourned at 10:37 p.m.

Respectfully Submitted:

_____
Jenna De Long, Deputy Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM: 4

DATE: July 14, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Receive the Monthly Financial and Investment Report for May 2025**

RECOMMENDATION: Receive the Monthly Financial and Investment Report for May 2025.

FISCAL IMPACT:

This report has no fiscal impact.

STRATEGIC PRIORITY:

This item aligns with the Town's Core Goals of Good Governance and Fiscal Stability by ensuring adherence to proper financial reporting guidelines and information.

BACKGROUND:

California Government Code Section 41004 requires that the Town Treasurer submit to the Town Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The Finance Director assumes the Town Treasurer role. Attachment 1 contains the May 2025 monthly Financial and Investment Report, which fulfills this requirement.

The May 2025 Monthly Financial and Investment Report will be received by the Finance Commission at its August 11, 2025, regular meeting.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

DISCUSSION:

The May 2025 Monthly Financial and Investment Report includes a Fund Balance Schedule, representing estimated funding available for all funds at the beginning of the fiscal year and at the end of the respective month.

As operations fluctuate month to month, there are differences between balances in one month and balances in another. Such differences may be significant due to the type of activity in those months and the timing of any estimates used in the presentation, based on the information available. This is demonstrated by the attached May 31, 2025, fund balance report.
In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.

The difference between the May 31 and April 30, 2025, estimated fund balances is due to normal day-to-day fluctuations in revenues and expenditures.

Please note that the amount in the Fund Schedule differs from the Portfolio Allocation and Treasurer's Cash Fund Balances Summary schedule because assets and liabilities are components of the Fund Balance.

As illustrated in the summary below, Ending Fund Balance = Cash + Assets - Liabilities, which represents the actual amount of funds available.

Reconciling Cash to Fund Balance - May 31, 2025		
Total Cash	$	75,593,586
Plus: Assets	$	12,341,841
Less: Liabilities	$	(28,329,939)
Estimated Fund Balance	**$**	**59,605,488**

As of May 31, 2025, the Town's financial position (Cash Plus Other Assets $87.94M, Liabilities $28.33M, and Fund Equity $59.61) remains strong, and the Town has sufficient funds to meet the cash demands for the next six months.

As of May 31, 2025, the Town's weighted portfolio yield for investments under management was 4.41%, which was 14 basis points above the Local Agency Investment Fund (LAIF) yield of 4.27% for the same reporting period. Currently, the LAIF portfolio's weighted average maturity (WAM) is 236 days versus the Town's longer WAM of 561 days. The Town's assets under management reflect the Town's selection of the 1-3 year benchmark investment strategy through the Town's investment advisor to lock in higher yields at the top of the interest rate cycle. The longer maturities are balanced with shorter-term yields available on investments held with the State's LAIF. The Town's weighted average rate of return on investments under

management of 4.41% at the close of May remained consistent with the April 30, 2025, investment report.

Since May 2024, LAIF yields decreased from 433 basis points (4.33%) to 427 basis points (4.27%) through the end of May 2025. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

Following the rate adjustment in July 2023, the Federal Open Market Committee (FOMC) maintained the same rates until their September 18, 2024 meeting, where they approved a reduction of 50 basis points, lowering the rate from 5.5% to 5.0%. Subsequently, on November 7, 2024, the Federal Reserve voted to implement an additional decrease of 25 basis points, bringing the rate down to 4.75%. The latest adjustment occurred during the December 2024 meeting, where another 25 basis point reduction was approved, resulting in a new rate of 4.50%. These adjustments align with the FOMC's objective to promote maximum employment and achieve a year-over-year inflation target of 2%.

Monthly payrolls rose by 177,000 jobs in April, similar to (downwardly revised) job growth in March. The unemployment rate remained at 4.2%. Wage growth was 3.8%, the lowest since July 2024. Elsewhere, continuing unemployment claims reached a new cycle high of 1.9 million.

The Town's investments are in compliance with the Town's Investment Policy dated March 18, 2025, and are also in compliance with the requirements of Section 53600 et seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

CONCLUSION:

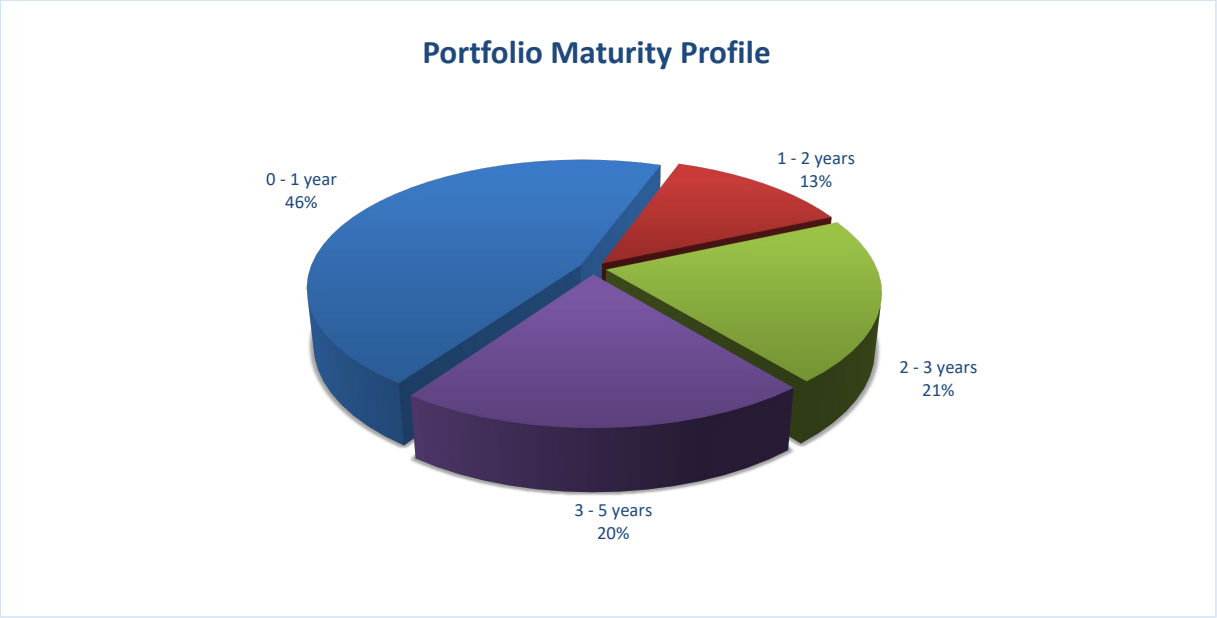
Receive the Monthly Financial and Investment Report for May 2025.

Attachments:
1. Financial and Investment Report (May 2025)

Town of Los Gatos
Summary Investment Information
May 31, 2025

Weighted Average YTM Portfolio Yield on Investments under Management	**4.41%**
Weighted Average Maturity (days)	**561**

	This Month	Last Month	One year ago
Portfolio Allocation & Treasurer's Cash Balances	$75,593,586	$75,736,441	$78,425,776
Managed Investments	$51,382,436		
Local Agency Investment Fund	$20,144,462		
Reconciled Demand Deposit Balances	$4,066,689		
Portfolio Allocation & Treasurer's Cash Balances	$75,593,586		
Benchmarks/ References:			
Town's Average Yield	4.41%	4.41%	4.43%
LAIF Yield for month	4.27%	4.28%	4.33%
3 mo. Treasury	4.33%	4.29%	5.39%
6 mo. Treasury	4.31%	4.17%	5.38%
2 yr. Treasury	3.90%	3.60%	4.87%
5 yr. Treasury	3.96%	3.73%	4.51%
10 Yr. Treasury	4.40%	4.16%	4.50%

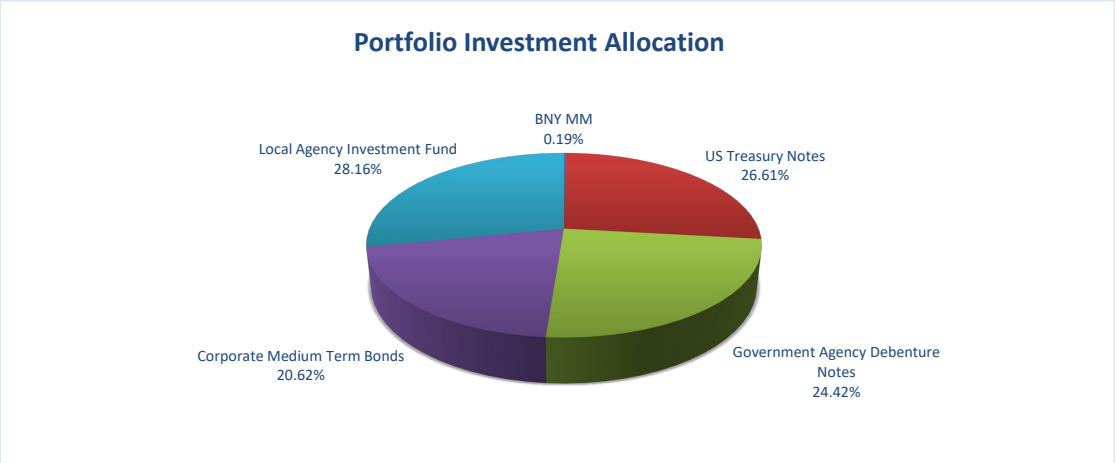


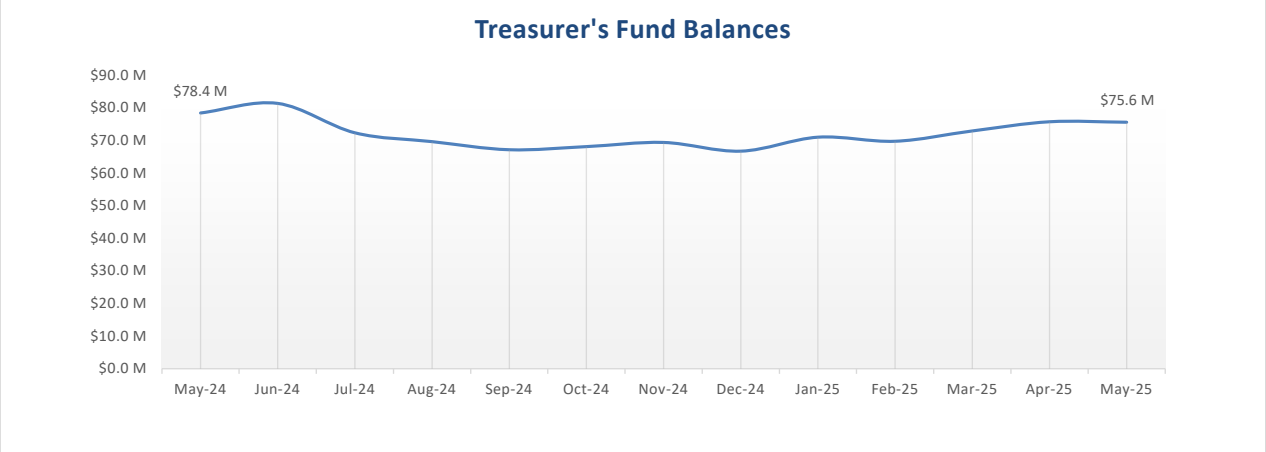
Compliance: The Town's investments are in compliance with the Town's investment policy dated March 18, 2025, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
May 31, 2025

	Month	YTD
Cash & Investment Balances - Beginning of Month/Period	$ 75,736,441.22	$ 81,368,409.88
Receipts	9,768,784.07	74,993,910.54
Disbursements	(9,911,638.85)	(80,768,733.98)
Cash & Investment Balances - End of Month/Period	$75,593,586.44	$75,593,586.44

Portfolio Allocation	Amount	% of Portfolio	Max. % or $ Allowed per State Law or Policy
BNY MM	$134,179.69	0.19%	20% of Town Portfolio
US Treasury Notes	$19,031,914.67	26.61%	No Max. on US Treasuries
Government Agency Debenture Notes	$17,464,856.81	24.42%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	$14,751,484.50	20.62%	30% of Town Portfolio
Local Agency Investment Fund	$20,144,462.08	28.16%	$75 M per State Law
Subtotal - Investments	71,526,897.75	100.00%	
Reconciled Demand Deposit Balances	4,066,688.69		
Total Portfolio Allocation & Treasurer's Cash Balances	$75,593,586.44		





Town of Los Gatos
Non-Treasury Restricted Fund Balances
May 31, 2025

	Beginning Balance	May 2025 Deposits Realized Gain/Adj.	May 2025 Interest/ Earnings	May 2025 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	$ 692,831.07	$ -	$ 2,168.51	$ -	$ 694,999.58	**Note 1**
Cert. of Participation 2010 Ser Lease Payment Fund	72.50	-	0.26	-	72.76	**Note 2**
Cert. of Participation 2002 Ser A Lease Payment Fund	15,992.47	-	50.10	-	16,042.57	**Note 1**
Cert. of Participation 2010 Ser Reserve Fund	1,444,075.78	-	4,930.92	-	1,449,006.70	**Note 2**
Total Restricted Funds:	$ 2,152,971.82	$ -	$ 7,149.79	$ -	$ 2,160,121.61	
CEPPT IRS Section 115 Trust	2,998,912.37	-	28,504.03	-	$ 3,027,416.40	**Note 3**
Grand Total COP's and CEPPT Trust	$ 5,151,884.19	$ -	$ 35,653.82	$ -	$ 5,187,538.01	

These accounts are not part of the Treasurer's fund balances reported elsewhere in this report, as they are for separate and distinct entities.

Note 1: The three original funds for the Certificates of Participation 2002 Series A consist of construction funds which will be expended over the next few years, reserve funds which will guarantee the payment of lease payments, and a third fund for the disbursement of lease payments and initial delivery costs.

Note 2: The 2010 COP Funds are all for the Library construction, reserves to guarantee lease payments, and a lease payment fund for the life of the COP issue. The COI fund was closed in September 2010.

Note 3: The CEPPT IRS Section 115 Trust was established as an irrevocable trust dedicated to accumulate resources to fund the Town's unfunded liabilities related to pension and other post employment benefits.

Town of Los Gatos
Statement of Interest Earned
May 31, 2025

July 2024	$	247,221.75
August 2024	$	212,684.25
September 2024	$	265,151.31
October 2024	$	234,237.63
November 2024	$	227,312.31
December 2024	$	239,396.54
January 2025	$	234,030.33
February 2025	$	213,671.29
March 2025	$	235,515.22
April 2025	$	242,125.72
May 2025	$	279,502.38
June 2025	$	-
	$	2,630,848.73

Town of Los Gatos
Investment Schedule
May 31, 2025

Institution	CUSIP #	Security	Coupon	Deposit Date	Par Value	Original Cost	Original Issue (Discount) Premium	Market Value	Market Value Above (Under) Cost	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
Apple	037833DB3	Corporate Bond	2.90%	12/20/2022	1,300,000.00	1,228,591.00	(71,409.00)	1,267,903.00	39,312.00		6/21/2027	4.19%	$ 83,987.22	$ 81,871.88	$ 49,152.47	751
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	989,630.00	(2,330.00)		1/1/2026	3.04%	$ 79,750.00	$ 61,696.52	$ 29,695.88	215
US Treasury	912828ZW3	US Treasury Note	0.25%	8/9/2022	350,000.00	322,096.88	(27,903.12)	348,869.50	26,772.62		6/30/2025	3.16%	$ 2,092.39	$ 19,915.08	$ 9,654.92	30
FFCB	3133EN5V8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	236,516.84	(2,657.36)		1/11/2027	3.76%	$ 19,307.75	$ 12,979.52	$ 8,204.03	590
US Treasury	91282CBT7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)	777,736.00	65,170.82		3/31/2026	4.14%	$ 15,000.00	$ 54,221.52	$ 28,425.99	304
FFCB	3133ENP95	Gov. Agency Debenture	4.25%	9/30/2022	900,000.00	900,939.60	939.60	899,496.00	(1,443.60)		9/30/2025	4.14%	$ 95,625.00	$ 66,415.88	$ 34,818.97	122
JP Morgan Chase	46625HRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	494,080.00	19,420.00		3/15/2026	4.70%	$ 35,644.44	$ 41,217.45	$ 21,374.37	288
FHLB	3135G05X7	Gov. Agency Debenture	0.38%	6/10/2022	1,200,000.00	1,102,952.40	(97,047.60)	1,188,984.00	86,031.60		8/25/2025	3.04%	$ 12,187.50	$ 71,445.55	$ 31,869.85	86
FHLB	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,247,259.00	86,699.60		12/21/2026	4.15%	$ 33,447.92	$ 80,116.59	$ 46,434.36	569
FHLB	3130APJH9	Gov. Agency Debenture	1.00%	1/17/2023	1,000,000.00	907,010.00	(92,990.00)	972,030.00	65,020.00		10/28/2026	4.17%	$ 23,354.17	$ 50,234.10	$ 31,751.74	515
FFCB	3133EN5N6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,701,734.00	(4,998.00)		1/6/2028	3.91%	$ 129,955.56	$ 92,733.76	$ 61,153.17	950
Freddie Mac	3137EAEX3	Gov. Agency Debenture	0.38%	5/1/2023	750,000.00	689,032.50	(60,967.50)	740,955.00	51,922.50		9/23/2025	3.97%	$ 5,328.12	$ 32,931.11	$ 25,896.53	115
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	602,238.00	(6,618.00)		1/12/2028	4.34%	$ 47,078.33	$ 29,982.05	$ 24,144.20	956
US Treasury	91282CEF4	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,461,975.00	45,348.88		3/31/2027	4.09%	$ 67,827.87	$ 62,956.31	$ 54,497.07	669
US Treasury	91282CGA3	US Treasury Note	4.00%	6/20/2023	2,100,000.00	2,080,558.59	(19,441.41)	2,098,215.00	17,656.41		12/15/2025	4.40%	$ 124,852.46	$ 94,573.28	$ 84,260.77	198
Colgate-Palmolive	194162AR4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	507,510.00	2,855.00		2/1/2028	4.37%	$ 37,502.79	$ 21,195.52	$ 20,171.87	976
FannieMae	3135G06G3	Gov. Agency Debenture	0.50%	7/14/2023	500,000.00	455,157.00	(44,843.00)	491,795.00	36,638.00		11/7/2025	4.63%	$ 4,534.72	$ 21,047.01	$ 20,030.54	160
FFCB	3133EPQC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	502,820.00	862.50		7/17/2026	4.48%	$ 34,687.50	$ 21,487.97	$ 20,625.99	412
FFCB	3133EPBM6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	601,860.00	5,640.00		8/23/2027	4.29%	$ 39,806.25	$ 24,754.94	$ 23,559.39	814
PNC Bank	69353RFJ2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	972,230.00	50,740.00		12/23/2027	5.23%	$ 48,479.17	$ 46,970.90	$ 46,144.43	936
US Treasury	91282CFU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,306,552.00	15,891.40		10/31/2027	4.31%	$ 93,843.75	$ 51,232.08	$ 51,232.08	883
Toyota Motor Credit	89236TKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,642,272.00	25,104.00		11/10/2027	5.16%	$ 148,966.67	$ 70,599.88	$ 76,293.42	893
US Treasury	912810FE3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,259,484.00	21,276.86		8/15/2028	4.76%	$ 90,211.96	$ 43,179.27	$ 53,376.58	1172
Pepsico Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)	989,750.00	42,180.00		11/24/2025	5.24%	$ 38,633.33	$ 37,712.66	$ 48,967.99	177
FFCB	3133EPUW3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,338.00	(5,662.00)	1,009,020.00	14,682.00		9/1/2026	4.96%	$ 65,708.33	$ 35,367.82	$ 45,395.48	458
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.06	(49,960.94)	987,150.00	37,110.94		6/30/2027	4.73%	$ 39,211.96	$ 32,499.52	$ 42,198.99	760
US Treasury	91282CEN7	US Treasury Note	2.75%	10/31/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,271,660.00	57,323.61		4/30/2027	4.82%	$ 53,625.00	$ 40,101.59	$ 55,284.09	699
US Treasury	91282CAB7	US Treasury Note	0.25%	11/15/2023	675,000.00	623,900.39	(51,099.61)	670,504.50	46,604.11		7/31/2025	4.92%	$ 2,040.59	$ 19,725.12	$ 28,982.09	61
US Treasury	91282CCH2	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	831,654.00	33,006.45		6/30/2028	3.99%	$ 11,555.71	$ 17,690.14	$ 30,865.62	1126
FNMA	3135G0Q22	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	876,654.00	30,978.00		9/24/2026	4.22%	$ 21,234.38	$ 19,224.14	$ 33,542.12	481
US Treasury	91282CFB2	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	976,090.00	15,735.09		7/31/2027	3.95%	$ 29,667.12	$ 19,025.75	$ 35,409.03	791
US Treasury	91282CHE4	US Treasury Note	3.63%	1/17/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,786,572.00	11,386.28		5/31/2028	3.97%	$ 89,317.63	$ 32,061.96	$ 65,095.50	1096
JP Morgan Chase	46647PDG8	Corporate Bond	4.85%	2/1/2024	1,400,000.00	1,396,528.00	(3,472.00)	1,406,594.00	10,066.00		7/25/2027	4.93%	$ 66,782.10	$ 28,319.94	$ 63,247.87	785
US Bancorp	91159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	999,260.00	10,060.00		7/22/2027	4.89%	$ 43,837.67	$ 19,440.46	$ 44,606.53	782
Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,151,962.92	(23,037.08)	1,168,960.50	16,997.58		5/15/2026	4.56%	$ 52,189.05	$ 18,568.45	$ 48,597.11	349
FHLB	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00	1,004,760.00	1,700.00		3/13/2026	4.72%	$ 51,729.17	$ 16,052.33	$ 43,367.18	286
FFCB	3133EP5U5	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,701,105.00	13,124.00		3/20/2029	4.28%	$ 68,566.67	$ 18,681.03	$ 66,576.02	1389
US Treasury	9128285M8	US Treasury Note	3.13%	4/30/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,169,580.00	45,747.86		11/15/2028	4.69%	$ 39,045.34	$ 9,066.06	$ 49,789.03	1264
Cisco Systems	17275RBR2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,019,260.00	20,130.00		1/26/2029	4.87%	$ 37,856.94	$ 6,135.64	$ 44,683.44	1336
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,021,470.00	19,680.00		4/15/2029	4.86%	$ 44,644.44	$ 5,862.95	$ 44,638.35	1415
Treasury	91282CJR3	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,629.02	(45,370.98)	1,193,292.00	38,662.98		12/31/2028	4.68%	$ 26,208.79	$ 4,511.24	$ 50,375.57	1310
American Honda	02665WEY3	Corporate Bond	4.95%	6/27/2024	1,000,000.00	995,640.00	(4,360.00)	1,001,660.00	6,020.00		1/9/2026	5.25%	$ 26,537.50	$ 430.16	$ 48,035.07	223
FHLB	3130B1BT3	Gov. Agency Debenture	4.88%	7/2/2024	1,150,000.00	1,150,966.00	966.00	1,158,165.00	7,199.00		6/12/2026	4.82%	$ 19,310.42	$ -	$ 50,694.36	377
Citibank	17325FBK3	Corporate Bond	4.84%	8/15/2024	1,250,000.00	1,263,062.50	13,062.50	1,264,512.50	1,450.00		7/6/2029	4.60%	$ 28,725.62	$ -	$ 45,769.25	1497
FNMA	3135G05Y5	Gov. Agency Debenture	0.75%	9/10/2024	1,100,000.00	1,010,724.00	(89,276.00)	1,022,538.00	11,814.00		10/8/2027	3.56%	$ 4,766.67	$ -	$ 26,852.44	860
US Treasury	91282CFL0	US Treasury Note	3.88%	12/3/2024	1,100,000.00	1,088,144.31	(11,855.69)	1,096,128.00	7,983.69		9/30/2029	4.12%	$ 13,817.99	$ -	$ 22,108.18	1583
FHLB	3130ATUT2	Gov. Agency Debenture	4.50%	2/12/2025	505,000.00	508,253.21	3,253.21	513,489.05	5,235.84	3,661.25	12/14/2029	4.35%	$ (3,661.25)	$ -	$ 6,525.16	1658
FFCB	3133ER5X5	Gov. Agency Debenture	3.88%	3/12/2025	1,000,000.00	998,480.00	(1,520.00)	997,110.00	(1,370.00)	538.19	3/7/2028	3.93%	$ (538.19)	$ -	$ 8,604.61	1011
Treasury	91282CJF9	US Treasury Note	4.88%	3/31/2025	1,100,000.00	1,130,167.75	30,167.75	1,133,385.00	3,217.25		10/31/2028	4.04%	$ 4,444.06	$ -	$ 7,557.23	1249
State Street Corp	857477CD3	Corporate Bond	5.27%	4/30/2025	800,000.00	811,184.00	11,184.00	807,744.00	(3,440.00)	10,192.53	8/3/2026	4.04%	$ (10,192.53)	$ -	$ 2,828.37	429
Freddie Mac	3134HAW33	Gov. Agency Debenture	4.75%	4/30/2025	1,000,000.00	1,005,644.00	5,644.00	1,002,680.00	(2,964.00)	16,756.93	12/18/2029	4.23%	$ (16,756.93)	$ -	$ 3,930.90	1662
Subtotal					$ 52,691,000.00	$ 51,248,255.98	$ (1,442,744.02)	$ 52,392,891.89	$ 1,144,635.91	$ 31,148.90			$ 2,121,779.12	$ 1,534,235.15	$ 1,917,296.19	
BNY MM		Money Market				134,179.69		134,179.69	0.00			0.00%				1
LAIF		State Investment Pool				20,144,462.08		20,161,568.58	17,106.50			4.27%			585,444.87	1
						71,526,897.75		**$72,688,640.16**	**$1,161,742.41**	**$31,148.90**			$ 2,121,779.12	$ 1,534,235.15	$ 2,502,741.06	
Matured Assets																
FNMA	3135G0V75	Gov. Agency Debenture	1.75%	10/17/2019	1,100,000.00	1,105,833.30	5,833.30				7/2/2024	1.63%	$ 90,956.25	$ 84,780.33	$ 98.70	
Honeywell Int'l.	438516BW5	Corporate Bond	2.30%	11/20/2019	1,000,000.00	1,014,660.00	14,660.00				8/15/2024	1.64%	$ 108,483.33	$ 91,844.87	$ 2,508.83	
FFCB	3133EKQA7	Gov. Agency Debenture	2.08%	10/21/2019	1,000,000.00	1,019,780.00	19,780.00				9/10/2024	1.66%	$ 101,631.11	$ 78,691.92	$ 3,305.61	
US Treasury	912828YV6	US Treasury Note	1.50%	11/15/2023	700,000.00	673,667.97	(26,332.03)				11/30/2024	5.26%	$ 10,930.33	$ 22,316.65	$ 14,975.65	
Freddie Mac	3137EAEP0	Gov. Agency Debenture	1.50%	10/13/2023	1,000,000.00	951,540.00	(48,460.00)				2/12/2025	5.32%	$ 19,958.33	$ 36,644.18	$ 31,870.61	
US Treasury	91282CGU9	US Treasury Note	3.88%	11/30/2023	1,000,000.00	983,515.62	(16,484.38)				3/31/2025	5.17%	$ 51,666.67	$ 29,822.81	$ 38,363.62	
US Treasury	912828ZL7	US Treasury Note	0.38%	4/12/2022	1,700,000.00	1,583,927.57	(116,072.43)				4/30/2025	2.72%	$ 19,441.99	$ 98,544.63	$ 36,984.65	
Total Investments "Matured"															$ 128,107.67	
Total Interest FY 24_25 Matured and Current															$ 2,630,848.73	

Maturity Profile

	Amount	Percent
0-1 year	$ 32,730,697.23	46%
1-2 years	$9,241,827.61	13%
2-3 years	$14,779,698.57	21%
3-5 years	$ 14,774,674.34	21%
	$71,526,897.75	100%

Town of Los Gatos
Investment Transaction Detail
May 31, 2025

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
5/2/2025	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	5/2/2025	5/2/2025	324.67	0.000%		100.00	-	-	324.67
5/7/2025	3135G06G3	FANNIE MAE 0.5% 07NOV2025	BOND INTEREST	5/7/2025	5/7/2025	500,000.00	0.500%	11/7/2025	-	-	1,250.00	1,250.00
5/12/2025	89236TKL8	TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	BOND INTEREST	5/10/2025	5/12/2025	1,600,000.00	5.450%	11/10/2027	-	-	43,600.00	43,600.00
5/15/2025	9128285M8	USA TREASURY 3.125% 15NOV2028	BOND INTEREST	5/15/2025	5/15/2025	1,200,000.00	3.125%	11/15/2028	-	-	18,750.00	18,750.00
5/15/2025	91282CHB0	USA TREASURY 3.625% 15MAY2026	BOND INTEREST	5/15/2025	5/15/2025	1,175,000.00	3.625%	5/15/2026	-	-	21,296.88	21,296.88

Town of Los Gatos

Insight ESG Ratings for Portfolio Holdings as of May 31, 2025

Security Description	Maturity Date	Par Value	S&P Rating	Moody's Rating	Insight ESG Rating	Environment	Social	Governance
AMERICAN HONDA FINANCE 4.95% 09JAN2026	1/9/2026	$ 1,000,000	A-	A3	3	2	4	3
AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	$ 600,000	A-	A3	3	2	4	3
APPLE INC. 2.9% 12SEP2027 (CALLABLE 12JUN27)	46642	$ 1,300,000	AA+	Aaa	5	2	5	5
CISCO INC. 4.85% 26FEB2029 (CALLABLE 26JAN2029)	47175	$ 1,000,000	AA-	A1	3	1	3	3
CITIBANK 4.838% 06AUG2029 (CALLABLE 06JUL2029)	8/6/2029	$ 1,250,000	A+	Aa3	3	1	3	4
COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	$ 500,000	A+	Aa3	3	3	4	3
HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	4/1/2026	$ 1,000,000	A	A2	3	3	3	3
HOME DEPOT INC. 4.9% 15APR2029 (CALLABLE 15MAR2029)	4/15/2029	$ 1,000,000	A	A2	3	3	3	3
JPMORGAN CHASE & CO 3.2 15JUN2026 (CALLABLE 15MAR26)	6/15/2026	$ 500,000	A	A1	3	2	3	4
JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL28)	7/25/2028	$ 1,400,000	A	A1	3	2	3	4
PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	2/24/2026	$ 1,000,000	A+	A1	3	3	2	3
PNC BANK NA 3.25% 22JAN2028 (CALLABLE 01 FEB28)	1/22/2028	$ 1,000,000	A	A2	3	2	4	3
STATE STREET CORP 5.272% 03AUG2026 (CALLABLE 03JUL26)	46237	$ 800,000	A	Aa3	2	1	2	3
TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	$ 1,600,000	A+	A1	3	2	3	5
US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	$ 1,000,000	A	A3	3	3	4	4
Total/Weighted Average by Par Value		**$ 14,950,000**			**3.1**	**2.1**	**3.3**	**3.7**

*ESG ratings are from 1 to 5, with 1 as the highest rating and 5 as the lowest. All ratings are weighted by industry rankings, based on the importance of the category within the individual industry.

Fund Schedule

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - April	May 2025				Estimated Fund Balance 5/31/2025*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	GENERAL FUND							
	Non-Spendable:							
	Loans Receivable	159,000	-	-	-	-	-	159,000
	Restricted Fund Balances:							
	Pension	2,188,659	-	-	-	-	-	2,188,659
	Land Held for Resale	344,338	-	-	-	-	-	344,338
	Committed Fund Balances:							
	Budget Stabilization	6,736,781	-	-	-	-	-	6,736,781
	Catastrophic	6,736,781	-	-	-	-	-	6,736,781
	Pension/OPEB	300,000	-	-	-	-	-	300,000
	Measure G District Sales Tax	590,581	-	-	-	-	-	590,581
	Assigned Fund Balances:							
	Open Space	410,000	-	-	-	-	-	410,000
	Sustainability	140,553	-	-	-	-	-	140,553
	Capital/Special Projects	8,651,059	-	-	-	-	-	8,651,059
	Carryover Encumbrances	85,861	-	-	-	-	-	85,861
	Compensated Absences	1,555,478	-	-	-	-	-	1,555,478
	ERAF Risk Reserve	1,430,054	-	-	-	-	-	1,430,054
	Market Fluctuations	1,712,246	-	-	-	-	-	1,712,246
	Council Priorities - Economic Recovery	20,684	-	-	-	-	-	20,684
	Unassigned Fund Balances:							
111	Other Unassigned Fund Balance Reserve (Pre YE distribution)	-	2,148,771	5,121,950	(4,927,832)	-	-	2,342,889
	General Fund Total	31,062,075	2,148,771	5,121,950	(4,927,832)	-	-	33,404,964

* Interfund transfers and Council Priorities/Economic Recovery funding allocation to be performed as part of the fiscal year end closing entries.

Fund Schedule

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - April	May 2025 Current Revenue	May 2025 Current Expenditure	May 2025 Transfer In	May 2025 Transfer Out	Estimated Fund Balance 5/31/2025*
	SPECIAL REVENUE							
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	754,134	(100,614)	13,641	(27,575)	-	-	639,586
231-236	Landscape & Lighting Districts	182,625	44	-	-	-	-	182,669
251	Los Gatos Theatre	171,035	207,525	14,975	(430)	-	-	393,105
711-716	Library Trusts	556,849	22,955	-	(2,373)	-	-	577,431
	Special Revenue Total	1,831,296	129,910	28,616	(30,378)	-	-	1,959,444
	CAPITAL PROJECTS							
411	GFAR - General Fund Appropriated Reserve	20,253,300	(3,166,239)	99,278	(379,661)	-	-	16,806,678
412	Community Center Development	866,281	(58,236)	-	-	-	-	808,045
421	Grant Funded Projects	(2,563,503)	995,054	-	(853,434)	-	-	(2,421,883)
461-463	Storm Basin Projects	3,531,248	(475,002)	2,372	(62,448)	-	-	2,996,170
471	Traffic Mitigation Projects	509,491	-	-	-	-	-	509,491
472	Utility Undergrounding Projects	3,584,251	13,676	-	-	-	-	3,597,927
481	Gas Tax Projects	1,928,167	(291,592)	114,956	-	-	-	1,751,531
	Capital Projects Total	28,109,235	(2,982,339)	216,606	(1,295,543)	-	-	24,047,959
	INTERNAL SERVICE FUNDS							
611	Town General Liability	177,876	(707,040)	-	(2,348)	-	-	(531,512)
612	Workers Compensation	586,246	(385,919)	13,100	(9,950)	-	-	203,477
621	Information Technology	2,523,347	(153,968)	4,399	(17,467)	-	-	2,356,311
631	Vehicle & Equipment Replacement	3,286,552	355,657	-	(25,069)	-	-	3,617,140
633	Facility Maintenance	960,526	(16,069)	25,709	(81,267)	-	-	888,899
	Internal Service Funds Total	7,534,547	(907,339)	43,208	(136,101)	-	-	6,534,315
	Trust/Agency							
942	RDA Successor Agency	(4,632,040)	(1,708,934)	-	(220)	-	-	(6,341,194)
	Trust/Agency Fund Total	(4,632,040)	(1,708,934)	-	(220)	-	-	(6,341,194)
	Total Town	**63,905,113**	**(3,319,931)**	**5,410,380**	**(6,390,074)**	**-**	**-**	**59,605,488**

* Interfund transfers and Council Priorities/Economic Recovery funding allocation to be performed as part of the fiscal year end closing entries.

Deposit Accounts of Interest:

111-23541 General Plan Update deposit account balance $493,187.50

111-23521 BMP Housing deposit account balance $4,039,055.78

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 5

DATE: July 25, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Accept a Report on the Approved Action Taken by the Town Manager During the 2025 Town Council Legislative Recess**

RECOMMENDATION: Accept a report on the approved action taken by the Town Manager during the 2025 Town Council legislative recess.

FISCAL IMPACT:

There is no negative fiscal impact to the Town associated with this action. Acceptance of the grant provides $248,955.98 in funding to support public safety operations, including the purchase of two marked police vehicles, specialized police training, and focused enforcement efforts. The grant does not require a local match and will not impact the Town's General Fund or other budgeted priorities. All related expenditures will be reimbursed in accordance with the terms of the agreement with the California Highway Patrol.

STRATEGIC PRIORITY:

This action supports the Town's Strategic Priorities Core Goals of Fiscal Stability and Public Safety because it leverages $248,955.98 in grant funding to offset local costs and provides resources for police vehicles, training, and enforcement efforts that enhance community safety.

BACKGROUND:

Resolution 2022-051 authorizes the Town Manager to execute the following duties during periods of official Town Council legislative recess in consultation with the Mayor:

1. Approval of plans and specifications for capital projects and authorization to advertise for bids.

PREPARED BY: Janette Judd
Executive Assistant to the Town Manager and Town Council

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

2. Award of construction contracts and construction contract change orders in excess of the amount included in the contingency.
3. Execution of agreements and amendments to agreements in excess of $100,000 that ordinarily require Town Council approval.

DISCUSSION:

The Town Council took an official legislative recess from June 18, 2025, to August 4, 2025. During this recess, and pursuant to authority granted by the Town Council with Resolution 2022-051, the Town Manager executed one action in consultation with the Mayor:

- Executed an agreement with the Department of California Highway Patrol for the acceptance of the Cannabis Tax Grant Program (CTFGP) (Attachment 2).

Given the timing of the grant requirements and the Council's summer recess, the Town Manager determined that the referenced item was time sensitive and immediate action was necessary to secure $248,955.98 in grant funds which allows the purchase of two marked patrol vehicles, specialized training, and enhanced enforcement. The item was approved by the Town Manager in consultation with the Mayor, and Council Members were informed of this action in early July.

A separate Council report on this agenda seeks to adopt a grant-required formal resolution to accept the $248,955.98 grant award from the California Highway Patrol Cannabis Tax Fund Grant Program, authorize the purchase and fit-up of two Police Interceptor vehicles, allocate necessary supplemental funding, and adjust the budget to receive and expend the grant proceeds.

CONCLUSION:

Staff recommends that the Town Council accept this report on the Town Manager approved action taken during the 2025 Town Council legislative recess, as authorized by Resolution 2022-051 and in consultation with the Mayor.

Attachments:
1. Resolution 2022-051
2. Los Gatos-Monte Sereno Police Department Memorandum with signed Agreement

RESOLUTION 2022-051

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FOLLOWING DUTIES DURING PERIODS OF OFFICIAL TOWN COUNCIL RECESS, IN CONSULTATION WITH THE MAYOR: APPROVAL OF PLANS AND SPECIFICATIONS FOR CAPITAL PROJECTS AND AUTHORIZATION TO ADVERTISE FOR BIDS; AWARD OF CONSTRUCTION CONTRACTS AND CONSTRUCTION CONTRACT CHANGE ORDERS IN EXCESS OF THE AMOUNT INCLUDED IN THE CONTINGENCY; EXECUTION OF AGREEMENTS IN EXCESS OF $100,000 THAT ORDINARILY REQUIRE TOWN COUNCIL APPROVAL; AND RESCIND RESOLUTION 2019-033

WHEREAS, the Town Council takes an official legislative recess annually following its second regular meeting each June; and

WHEREAS, it is possible that issues may arise during official Town Council recesses that would normally require Town Council approval; and

WHEREAS, in order to avoid the possibility of critical scheduling delays or increased expenses resulting from delays during the official Town Council recess, the Town Manager should be authorized during official Town Council recesses to take certain actions, in consultation with the Mayor.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, that the Town Manager is authorized, in consultation with the Mayor, during periods of official Town Council recesses, to:

1) Approve plans and specifications for capital projects and authorize staff to advertise for bids;
2) Award construction contracts and construction contract change orders in excess of the amount included in the contingency; and
3) Execute agreements and amendments to agreements in excess of $100,000 that ordinarily require Town Council approval; and
4) Rescind Resolution 2019-033 which is hereby replaced by this Resolution.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of August, 2022 by the following vote:

COUNCIL MEMBERS:

AYES: Mary Badame, Matthew Hudes, Maria Ristow, Marico Sayoc, Mayor Rob Rennie

NAYS: None

ABSENT: None

ABSTAIN: None

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 9/6/22

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 9/6/22

MEMORANDUM

Los Gatos-Monte Sereno Police Department

TO: CHRIS CONSTANTIN, TOWN MANAGER

MAYOR REVIEW PER PHONE CONVERSATION 7/3/25

FROM: JAMIE FIELD, CHIEF OF POLICE

SUBJECT: **CANNABIS TAX FUND GRANT PROGRAM (CTFGP) AGREEMENT APPROVAL SIGNATURE AND GRANT ACCEPTANCE**

DATE: July 2, 2025

RECOMMENDATION:

It is recommended that the Town Manager execute an agreement with the Department of California Highway Patrol for acceptance of the Cannabis Tax Fund Grant Program (CTFGP) award in the amount of $248,955.98. The electronically signed Grant Agreement need to be executed no later than ten (10) calendar days from June 24, 2025.

BACKGROUND:

In February 2025, the Los Gatos-Monte Sereno Police Department applied for the California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies Cannabis Grants Unit (CGU). These law enforcement grants provide financial assistance to allied agencies for education, prevention, and enforcement related to driving under the influence of alcohol and drugs, including cannabis and cannabis products.

The goal of the program is to educate the public about the dangers of impaired driving, enforce impaired driving laws, and enhance the effectiveness of participating agencies through training and strategic development. Following the passage of Proposition 64 (the Control, Regulate, and Tax Adult Use of Marijuana Act - AUMA), California voters mandated the allocation of funds to CHP for awarding grants to local governments and qualified nonprofits, as outlined in Revenue and Taxation Code Section 34019(f)(3)(B).

PREPARED BY: JAMIE FIELD
Chief of Police, Police Department

Reviewed as necessary: Town Manager, Assistant Town Manager, Town Attorney, Finance Director

The Cannabis Tax Fund Grant Program represents a significant step toward reducing impaired driving crashes, increasing awareness of the dangers of impaired driving, and making California's roadways safer.

DISCUSSION:

The Los Gatos-Monte Sereno Police Department is pleased to announce the receipt of a grant totaling $248,955.98 from the California Highway Patrol through the Cannabis Tax Fund Grant Program (CTFGP). This funding is designated to support initiatives aimed at reducing and addressing impaired driving within our community.

The Town's application for the CTFGP was developed by the Los Gatos-Monte Sereno Police Department and outlines a comprehensive plan to mitigate the risks associated with impaired driving. These risks have been heightened by factors such as high-volume cut-through traffic, a lively downtown nightlife, and major upcoming events like Super Bowl LX and the FIFA World Cup. Recent data shows a concerning rise in DUI arrests and DUI-related traffic collisions over recent years.

To address these issues, the proposed strategy includes:

- Enhanced Enforcement: Conduct eight targeted DUI saturation patrols (two officers for six hours each), focusing on high-risk times and locations.
- Training: Allocate funds for five officers to complete Standardized Field Sobriety Tests (SFST) training, four officers to undertake Advanced Roadside Impaired Driving Enforcement (ARIDE) training, and one officer to obtain Drug Recognition Expert (DRE) certification. These training efforts will strengthen the department's capacity to identify and manage impaired drivers effectively.
- Equipment Acquisition: Purchase and outfit two new Ford Explorer Police Interceptor Utility vehicles, designated specifically for DUI enforcement during the grant period, to be integrated into routine traffic enforcement activities.

Once accepted, the Town will be legally obligated to:

- Comply with all project, reporting, and financial requirements specified in the grant application, agreement, and relevant regulations (notably Title 13, California Code of Regulations, Division 2, Chapter 13).

- Use all grant-funded equipment and vehicles primarily for DUI enforcement and educational purposes for at least six years.
- Submit quarterly and final (closeout) reports detailing progress, performance, and expenditures, maintaining supporting documentation for at least five years after the grant concludes.
- Follow Town policies regarding vehicle procurement, assignment, maintenance, and disposal, and adhere to CHP procedures for notifying and obtaining approval for equipment disposition.
- Fulfill all other applicable state and federal administrative requirements, including policies related to non-discrimination, conflicts of interest, a drug-free workplace, and sound financial management.

CONCLUSION:

Staff recommends that the Town Manager execute an agreement with the California Highway Patrol for acceptance of the Cannabis Tax Fund Grant Program (CTFPG) award in the amount of $248,955.98.

FISCAL IMPACT:

The Town of Los Gatos will receive $248,955.98 in state grant reimbursement funding to support enhanced DUI enforcement, officer training, and the acquisition of two new marked patrol vehicles with supporting equipment.

- No matching funds are required.
- All eligible costs must be incurred and reimbursed within the one-year grant performance period (July 1, 2025 – June 30, 2026).
- The Town will assume all ongoing operating and maintenance costs for the grant-funded vehicles for their useful life (estimated six years), in accordance with Town vehicle policy and grant terms.
- Failure to comply with grant requirements may result in repayment obligations or loss of eligibility for future funding.

Attachments:

Attachment 1: Grant Agreement (FY25/26 CTFGP Law Enforcement – Los Gatos-Monte Sereno PD)

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - Los Gatos-Monte Sereno Police Department

2. NAME OF ORGANIZATION/AGENCY
Los Gatos-Monte Sereno Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Los Gatos-Monte Sereno Police Department /Support Services/Traffic Division

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $248,955.98

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Chris Constantin
Title: Town Manager
Phone: (408) 354-6837

Address: 110 E Main Street
Los Gatos, CA 95030

E-Mail: CConstantin@losgatosca.gov

Chris Constantin Digitally signed by Chris Constantin Date: 2025.07.03 12:24:01 -07'00'

(Signature)

7/3/2025

(Date)

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasley@chp.ca.gov

(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Heather St. John
Title: Senior Management Analyst
Phone: (408) 827-3218

Address: 110 E Main Street
Los Gatos, CA 95030

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Los Gatos-Monte Sereno Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The Los Gatos-Monte Sereno Police Department (LGMSPD) is dedicated to vehicle enforcement efforts in order to maintain safer streets and reduce property damage, injuries, and fatal collisions as result of impaired driving behaviors. During Fiscal Year 2025/26, LGMSPD's proposed project seeks to increase DUI/DUID directed patrol and saturated enforcement efforts, enhance officer training and expertise, and fund DUI/DUID enforcement tools and equipment. The funding request for this project consists of staff salary overtime costs for eight (8) dedicated saturation enforcement events (for two officers at 6-hour durations), two (2) dedicated marked DUI enforcement patrol vehicles, Standard Field Sobriety Tests (SFST) training costs for five (5) officers, Advanced Roadside Impairment Driving Enforcement (ARIDE) training costs for four (4) officers, and Drug Recognition Expert (DRE) training costs for one (1) officer.

Problem Statement & Proposed Solution

The Los Gatos-Monte Sereno Police Department is in the Santa Clara County and provides police services for the Town of Los Gatos and City of Montes Sereno. The jurisdictions have a combined total of approximately 13.5 square miles of geographical land a residential population of approximately 36,000 people. During the day, physical population in Los Gatos is increased by 30% due to students attending Los Gatos schools, daytime workers at local businesses and residences, commuters, and traveled visitors. Los Gatos has two major state highways, (Hwy 17 and Hwy 85) which run directly through the Town of Los Gatos and act as a primary thoroughfare for vehicular traffic to and from the Santa Clara County and Santa Cruz County. Similar to many small towns which are located in between major destination cities and as a county border jurisdiction, the Town experiences the significant and negative impacts of elevated cut-thru vehicle traffic on local arterial streets when highways are congested. Primarily, this is prevalent during the summer months from beach traffic, bad weather in the winter months, and when Hwy 17 experiences vehicle collisions and hazards. In previous years, the Town Council along with Town staff requested assistance from state officials with addressing the local traffic impacts but given the current infrastructure and number of vehicles traveled, this problem is a complex issue to resolve and continues to persist and pose an increase to vehicle and roadway safety in the downtown neighborhoods of Los Gatos. The increased vehicle traffic and long traffic delays congesting the downtown business district and residential neighborhoods often leads to bad driving behaviors and the potential for hazardous conditions. In Fiscal Year 2025/26 the Santa Clara County will host two major national sporting events, Super Bowl LX and FIFA World Cup. These events will likely compound population and traffic flow in surrounding jurisdictions and dramatically increase some of the DUI/DUID concerns posed to the town for several weeks of the event festivities.

The Los Gatos-Monte Sereno Police Department has been closely tracking traffic collision data over the past several years due to recent collision fatalities and community concern and outreach for safer streets due to excessive speeds, impaired driving, and overall traffic congestion. Additionally, the Town has seen an increase in the economic vitality of local businesses downtown, specifically an increase in the food and beverage industry which attracts restaurant and bar patrons during peak times. This has led to increased calls for service in the downtown business district involving vehicle traffic and alcohol intoxication related incidents. Between 2022 and 2024 the Town of Los Gatos permitted special events which contained an Alcohol beverage Control License/Permit issued (for the special event) increased from 6 events per year to 24 special events in 2024. This metric also contributes to an alcohol consumption, intoxication, and potential for impaired driving on special event permitted dates.

Schedule A

The department reviewed various data points in the last several years and have identified some concerning trends related to DUI/DUID and vehicle collisions. In 2022, LGMSPD reported a total of 192 vehicle collisions, 58 which involved injuries (30%). In 2023, this alarming trend increased to a reported 213 total vehicle collisions, 85 which involved injuries (40%). In 2022, 8% of the collisions involving DUI/DUID resulted in injuries to involved parties and in 2023 this statistic dramatically increased to 30% of the DUI/DUID collisions resulted in injuries to involved parties. In 2024, the rising trend of collisions involving DUI/DUID which resulted in injuries to involved parties increased again to 35%. LGMSPD is committed to reducing the number of injured parties as result of vehicle collisions and specifically reducing the injury collisions which involved impaired DUI/DUID driving behaviors.

Data related to driving under the influence or driving while impaired without traffic collisions as a factor was also reviewed and resulted in trends of significant increase. In 2022, LGMSPD made 47 arrests involving DUI/DUID and in 2023 made 50 arrests involving DUI/DUID. In 2024, additional patrol enforcement during peak DUI/DUID times and locations were targeted by patrol officers, which resulted in 70 DUI/DUID related arrests, an increase of 40% in DUI/DUID arrests made within a two-year period. It should also be noted that the average Blood Alcohol Content (BAC) level of drivers arrested in 2024 was .15%, almost doubled the legal limit of .08%. The increase in arrests and interventive measures taken to combat driving while impaired is contributed primarily to increased patrols and enforcement efforts by officers during a patrol shift. While directed enforcement efforts have proven to be effective in increasing intervention and the number of arrests for DUI/DUID., this also proves that impaired driving behaviors are present within the targeted areas of the jurisdiction. With current staffing shortages the ability for patrol resources to focus primarily on traffic and DUI/DUID enforcement on a regular basis is minimal, and these metrics are primarily reflective of directed enforcement during patrol discretionary time in between calls for service. Traffic officers are often integrated with patrol staffing and conduct additional overtime high visibility traffic enforcement in and around the downtown business district, during and post special town events, and during elevated traffic congested times. Although, directed saturated enforcement events with dedicated resources with a primary focus on DUI/DUID enforcement would increase productivity and statistical measures.

Patrol vehicles equipped with emergency equipment, safety equipment, and prisoner transportation capabilities are required to conduct special enforcement efforts and are assigned to patrol officers on every shift. LGMSPD currently has a limited inventory of 11 patrol equipped vehicles in the fleet to outfit 10 patrol officers on any given day. The need for additional patrol vehicles is paramount to allow motor officers and special traffic enforcement officers to be able to perform saturated patrols throughout the year, and to increase the effectiveness of any saturated or directed enforcement efforts and campaigns.

In addition, LGMSPD has experienced a lot of transition in sworn personnel due to attrition in the last two years. Currently, over 40 % of sworn personnel has less than four years of experience, and less than 35% of all sworn personnel have attended a Standard Field Sobriety Tests (SFST) training, less than 10% have attended an Advanced Roadside Impairment Driving Enforcement (ARIDE) training, and 0% are Drug Recognition Expert (DRE) certified. The department recognizes the importance of these trainings and has incorporated these into the department training plan and also utilizes the expertise from these trainings to incorporate into the Community Police Academy for public awareness. Although, given the rate of turnover and overall personnel costs to allow officers to attend these trainings and enhance their DUI/DUID experience it is financially burdensome to a small agency. Due to overtime budgetary constraints and anticipated fiscal deficits, the allocation of overtime costs for adequate and dedicated saturation DUI/DUID enforcement in addition to patrol resources does not appear to be feasible under the existing Police Operating Budget, without the consideration of grant funding to assist with achieving goals and expectations. The CA-CTFG funding opportunity fits these exact goals in providing grant funds to support local small agencies in DUI/DUID enforcement efforts, reducing vehicle collision injuries, and promoting the awareness and education of the negative impacts of DUI/DUID driving behaviors.

Schedule A

Performance Measures/Scope of Work

The Los Gatos-Monte Sereno Police Department has seen an increase in DUI/DUID arrests within the last two years by 40%. This overwhelming increase can be contributed to variable factors of increased vehicle stops by patrol officers, geographic location within proximity of alcohol establishments, time of day, etc. Yet, the problem is present and persistent as the numbers reflect that individual continue to make the decision to drive while impaired. The overall performance measure would be based on the reduction of total collisions involving DUI/DUID, and an increase in the total number of DUI/DUID arrests by 10% as result of increased saturated patrols.

DUI/DUID Saturation Patrols & Enforcement Events:

Eight (8) saturation DUI/DUID patrol events will occur in during the four-quarter period of this grant program (Q1=2, Q2=2, Q3=2, Q4=2). The department will conduct saturation patrol events with the goal of increasing their proactive DUI/DUID arrest statistics by 10-15%, which will increase roadway safety, act as a deterrent and preventative measure against DUI driving behavior and improve overall community confidence in addressing hazardous driving related concerns.

DUI Patrol Vehicles:

Two (2) DUI/DUID Enforcement Vehicles (2025 Ford Police Utility vehicles) would be dedicated and utilized during these saturated patrols with dedicated overtime officers assigned to this program. If grant funding is approved for the purchase and build out of the two DUI/DUID Enforcement Vehicles, department staff would immediately initiate a fleet purchase order for the DUI/DUID Enforcment Vehicles within the first month of the performance period (Quarter 1) and proceed with purchase and equipment build out from the Town's contracted vendor. In the event there is a delay on DUI/DUID Enforcement Vehicle availability, the department may re-evaluate and adjust the timeline and number of DUI/DUID saturation patrols within the first quarter of the grant period and increase the frequency of events in Q2-Q4 to fulfill the total number of events. The estimated timeline for the DUI/DUID Enforcement Vehicles is approximately 2-4 months from the time of purchase to providing a fully equipped vehicle. The department seeks to order the DUI/DUID Enforcement vehicles prior to or during Quarter 1 of the grant period and expects to integrate DUI/DUID Enforcement Vehicles by the end of Quarter 1 or beginning of Quarter 2 to perform programmed DUI/DUID Enforcement saturated patrols. In addition to the grant activities, these vehicles would also be utilized when participating with outside jurisdictional DUI/DUI checkpoints (bi-annually), regionalized traffic enforcement (quarterly), and for ongoing localized DUI/DUID Enforcement and saturated patrols during holidays and special events outside the scheduled grant reimbursed events to promote deterrence. For fleet consistency, the department has selected Ford Patrol Interceptor DUI/DUID vehicles as the primary choice, but based on availability and funding allocated, the department would consider other available fleet options which meet the authorized grant allocation. The department will conduct quarterly vehicle inspections and ensure routine maintenance and repairs are performed on the vehicles in conjunction with the existing vehicle fleet for the remaining service life of the vehicle.

Trainings:

LGMSPD is committed to providing officers with the best training available to enhance their individual knowledge and experience, but more importantly to integrate learned concepts to enhance their overall performance and skillsets in promoting a safe community. The performance measure for sending officers to specialized DUI/DUID training courses would be to see increased performance results of the individual officers when conducting their DUI/DUID investigations and contacts. The department will track SFST vehicle stops (when SFST's were conducted) throughout the grant period and expect an overall increase of DUI/DUID arrests by 10%.

Five (5) officers will be assigned to attend the 24-hour Standard Field Sobriety Tests (SFST) training during the grant period (Q1=2, Q2=3). The department will seek to send 2-3 officers at a time to minimize the impact on staffing at one time. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic and Patrol Sergeants will conduct audits of trained personnel to ensure that SFST training methods are being utilized during DUI/DUID enforcement stops. Newly trained officers should strive to increase proactive enforcement vehicle stops by 10% upon completion of training.

Schedule A

Four (4) officers will be assigned to attend the 16-hour Advanced Roadside Impairment Driving Enforcement (ARIDE) training during the grant period (Q2=2, Q3=2). The department will identify two traffic officers and two patrol officers who have completed the SFST training and who have shown an interest and high level of activity in DUI/DUID enforcement. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic Sergeant and officers who have attended ARIDE will assist with coordination of the saturation patrol events. ARIDE trained officers should increase proactive DUI/DUID enforcement vehicle stops by 15% upon completion of training and will be encouraged to request assignment to the Traffic Team and Traffic Collision Reconstruction Team. LGMSPD is seeking additional traffic officers who will be assigned primarily to vehicle enforcement, collision investigations, and DUI/DUID Field Training Officers for new officers during their training program.

One (1) DRE officer will be assigned as a Drug Recognition Expert upon successful completion of SFST and ARIDE training within the grant period (Q3=1), and once they have displayed dedication to DUI/DUID investigation and being a department resource and expert for other officers and as needed for courtroom testimony.

Project Performance Evaluation

The Los Gatos-Monte Sereno Police Department's request for staff and equipment funding for DUI/DUID saturation patrols and enforcement, personnel training costs for Standard Field Sobriety Test (SFST) courses, Advanced Roadside Impaired Driving Enforcment (ARIDE) courses, and Drug Recognition Expert (DRE) course, will be evaluated on a quarterly basis by dedicated staff personnel assigned to the Traffic Division & Training Division. A Traffic Sergeant will be assigned to oversee and submit the quarterly performance evaluations, establish and assign staffing and equipment dedicated to DUI/DUID saturation events, and manage overall statistics related to arrests, frequency of DUI/DUID SFST and DRE investigations conducted in the field, and collision tracking as it relates to DUI/DUID. The department will utilize Crossroads Analytics software and Sun Ridge RIMS Records Management System to provide data reports on a quarterly basis, identify hazardous locations relative to collision and DUI/DUID prone areas, day and times of peak violations, and any specific special permitted events and holidays which may influence an increase in DUI/DUID risks (such as major planned events in FY 25/26 hosted within the Santa Clara County - Super Bowl LX and FIFA World Cup). The LGMSPD social media team will also assist in providing community messaging related to increased saturation DUI/DUID patrol efforts and provide the public with statistical results of all efforts. In addition, the LGMSPD Traffic Sergeant is a Town Staff Representative on the Town of Los Gatos Completes Streets and Transportation Committee and will provide updates on the performance of the program on a monthly basis. Finally, data analysis and statistical measures will be reported to CHP-CTG on a quarterly basis to provide performance evaluation results as a part of the grant requirements.

Program Sustainability

The Los Gatos-Monte Sereno Police Department request for grant funding through this grant for FY 25/26 is $248,955.98. LGMSPD is a small agency, 39 sworn officers, 20 non-sworn staff members, and the department has a limited operating expenditure budget for the allocation of additional training funds, additional equipment costs, and the grant program staff overtime costs. The training budget for the entire department does not allow for more than one training per staff member to attend during a 1-year period, and at times based on course and travel costs, often this is reduced based on individual needs and training priorities. This grant request for one-time funding for SFST, ARIDE, and DRE training for select personnel would assist in increasing our internal training programs for future years, allow for greater flexibility with additional staff members who are trained in DUI/DUID, and allow the ability to dedicate trained personnel to future DUI/DUID enforcement efforts and campaigns throughout the region. To assure the value, knowledge and confidence in the materials learned in the trainings, and that this information is passed along to other sworn members of the organization, the department will place an emphasis on training FTO personnel. We recognize that other agencies may also be requesting grant funding, but we ask that the CA CTFG grant administration also consider that LGMSPD has a need for additional officers to be trained (to increase expertise and the ability to be effective in the field and during court testimony) and a need to allocate necessary equipment and resources for a successful DUI/DUID saturation enforcement program over the next year. LGMSPD is committed to the goals and outcomes of this grant program to enhance the safety of the community and to save lives from impaired driving behaviors.

Schedule A

The equipment request for this grant program is for two 2025 Ford Explorer Patrol Vehicles which would be utilized by LGMSPD Officers for DUI/DUID saturation patrol efforts and dedicated traffic enforcement efforts by the Traffic Team. The motor officers would transition and utilize these vehicles during inclement weather patterns, and dedicated patrol officers assigned to special events and DUI awareness would share these assets for saturation DUI/DUID scheduled events. LGMSPD in partnership with the Town of Los Gatos fleet manager has discussed the future allocation and replacement of these grant funded vehicles if we were granted this request. LGMSPD and the Town of Los Gatos is prepared to incorporate these requested vehicles into the ongoing Vehicle and Equipment Maintenance and Replacement schedules for the duration of the service life of the vehicles (6 years - through FY 30/31) and have anticipated a fiscal cost replacement for these assets through our annual operating budget process thereafter initial allocation. LGMSPD and the Town of Los Gatos would be responsible for any and all maintenance costs and/or replacement costs of the vehicles during this six-year period and in accordance with fulfillment of the grant requirements.

Administrative Support

The Los Gatos-Monte Sereno Police Department and Town of Los Gatos Administration is fully supportive of pursuing this grant opportunity for ongoing efforts to identify and increase enforcement efforts through saturation directed patrols for impaired DUI/DUID drivers and supplementing training and equipment needs. The Town of Los Gatos and LGMSPD are familiar with grant management and providing necessary documentation for reimbursement funding and quarterly report documentation. The LGMSPD Traffic Sergeant will be responsible for preparing operational plans, statistical reporting requirements, and staffing grant activities specific to each DUI/DUID saturation patrol event. The Department's Training Manager will coordinate efforts with the Support Services Captain and Budget Analyst in conducting audits and oversight of the selection of personnel who are assigned to attend grant funded training courses. The Traffic Sergeant and Support Services Captain will oversee and manage the allocation of any grant funded vehicles, build-outs, and equipment requests. The Town's Fleet Manager and the Traffic Sergeant have already obtained reliable quotes from reputable and approved government fleet vendors and contractors which the Town already has existing agreements with. It is anticipated that the purchase of the requested grant vehicles and equipment within this application can be made within Quarter 1 of the grant cycle, and any grant funded training and saturation patrol events would occur in Quarter 1 through Quarter 4.

In previous years, the Los Gatos-Monte Sereno Police Department has received grant funding the Office of Traffic Safety for the purchase and implementation of Crossroads Collision Software and Crossroads Electronic Citation module. All quarterly reports, implementation deadlines, and purchasing requirements stipulated by the grant were met for the OTS grant. LGMSPD has not been awarded any other grant funding which would supplement this grant program request, and LGMSPD has never applied for the California Highway Patrol Cannabis Tax Fund Grant Program. The department is excited for this opportunity in pursuing a specific program with dedicated and funded resources in addressing an increase in DUI/DUID incidents, reducing injury related vehicle collisions, and improving local community safety.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23354	Los Gatos-Monte Sereno Police Department	$248,955.98

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	DUI Patrol Vehicle - Outfitting	$70,138.00
Category Sub-Total		**$70,138.00**
Personnel		
	DUI Saturation Patrol	$12,836.16
	SFST Training - Attend	$16,045.20
	DRE Training - Attend	$9,627.12
	ARIDE Training - Attend	$8,557.44
Category Sub-Total		**$47,065.92**
Travel		
	SFST Training - Attend Travel	$5,958.30
	DRE Training - Attend Travel	$3,706.00
	ARIDE Training - Attend Travel	$3,357.76
Category Sub-Total		**$13,022.06**
Equipment		
	DUI Patrol Vehicle	$118,730.00
Category Sub-Total		**$118,730.00**

Grant Total	$248,955.98

Schedule B-1
Budget Narrative

Los Gatos-Monte Sereno Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI Patrol Vehicle - Outfitting
$70,138.00
DUI/DUID Vehicles - Outfitting Costs

*Standard (LEHR) Police Vehicle Package Build Out Costs (All Emergency Lighting Equipment, Siren Controls, Speakers, Wiring Harnesses, Prisoner Transport Window bars, Console Mounts, MDC Mounts, Radio Console Harnesses Aux Lighting Retro): $27,070.55 Per Police Vehicle Unit / 2 Vehicle Units + Installation = $54,141.10
*Axon Fleet 3 In-Car Camera ALPR Dash Camera License #80441 Per Unit $588, 2 Qty. = $1,176
*Axon Fleet 3 Camera TAP #80458 Hardware $1,788 Per Unit, 2 Qty. = $3,576
*Motorola Vehicle Mobile Radio APX 8500 Dual Band $4,302.39 Per Unit, 2 Qty. = $8,604.78
*Decals & Tint for 2 Qty. DUI/DUID Enforcement Vehicles = $2,000
*Total Other Direct Costs: Outfitting Costs 2 Qty. DUI/DUID Vehicles = $69,497.88

Personnel

DRE Training - Attend
$9,627.12
1 DRE Training Event = $9627.12
1 Officer / 72 Hours Per Officer = OT Rate $133.71 Per Hour / 72 Hours = 9627.12

DUI Saturation Patrol
$12,836.16
8 DUI Saturation Patrols with 2 Officers for 6-Hour Operational Shifts = 48 Hours Total.
1 Qty. Patrol Officer OT Rate $133.71 / Per Hour / 48 Hours Total for 8 Events = $6,418.08
1 Qty. Patrol Officer OT Rate $133.71 / Per Hour / 48 Hours Total for 8 Events = $6,418.08
- Total 2 Officers OT Costs DUI/DUID Saturation Patrols = $12,836.16 (*OT Rate $133.71 Calculated with Benefits Included)

SFST Training - Attend
$16,045.20
5-SFST Training Events = $16,045.20
5 Officers / 24 Hours Per Officer / 120 Hours = OT Rate $133.71 Per Hr. / 120 Hours = $16,045.20

ARIDE Training - Attend
$8,557.44
Officer OT $133.71 Per Hour / 16 Hours Per Officer / 4 Officers / 64 Hours Total = $8,557.44

Travel

ARIDE Training - Attend Travel
$3,357.76
*ARIDE Training *Sacramento, CA *4 Officers *Mileage $.70 Per mile / 125 Miles Per Way / 2 Ways (250 miles) = $175 *Per-diem (GSA) = $64.50 1st Day / $86.00 per full day / $64.50 Last Day / 2 days = $129 *Lodging ARIDE Sacramento = $150 per nt. + Taxes / 2 nts. = $300

Total $604 Per Officer/ 4 Officers = $2,416.00 Total

Schedule B-1
Budget Narrative

Los Gatos-Monte Sereno Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

SFST Training - Attend Travel
$5,958.30
*SFST 24-Hour Training *Sacramento *5 Officers *Mileage = $.070 Per Mile / 125 miles per way / 2 ways (250 miles) = $175 *Per-diem (GSA) = $64.50 1st Day $86.00 per full day $64.50 Last Day / 3 days = $215.00 *Lodging SFST Sacramento = $150 per night + Taxes / 3 nights = $450

Total $840 Per Officer X 5 Officers = $4200 Total

DRE Training - Attend Travel
$3,706.00
*DRE Training *Sacramento, CA, *1 Officer, *Mileage $.70 Per mile / 125 Miles Per Way / 2 Ways (250 miles) = $175, *Per-diem (GSA) = $64.50 1st Day / $86.00 per full day / $64.50 Last Day / 9 days = $731 *Lodging DRE Sacramento = $150 per nt. + Taxes / 9 nts. = $1350

Total = $2256 Per Officer X 1 Officer = $2256

Equipment

DUI Patrol Vehicle
$118,730.00
DUI/DUID Enforcement Vehicles

*(2) 2025 Ford Explorer Police Interceptor Utility Vehicles, Vehicle Spec Options: AWD, 3.3L Ti-VCT V6 FFT gas engine, 10-Speed Auto Transmission, Police Wire Harness Package, Driver/Pass Spotlights

*1 Qty Ford Interceptor Vehicle $55,858.14 Per Unit / 2 Qty. Units Ford Interceptor Vehicles = $111,716.28 Total Vehicle Purchase Costs

TOWN OF LOS GATOS

COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025

ITEM NO: 6

DATE: August 5, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution Approving the Acceptance of the 2025-26 California Highway Patrol Cannabis Tax Fund Grant Program Award for the Town of Los Gatos and Los Gatos-Monte Sereno Police Department in the Amount of $248,955.98; Authorize Parks and Public Works to Purchase Two Police Interceptor Vehicles with Fit Ups required for Police Patrol at an estimated cost of $188,868 and add these vehicles to the Town's Fleet Inventory; Authorize any additional cost to complete the vehicle fit-up, estimated not to exceed $25,000; and Authorize revenue and expenditure budget adjustments in the amount of $248,955.98 to receive and expend the grant proceeds.**

RECOMMENDATION: Approve the following actions:

a. Adopt a resolution approving the acceptance of the California Highway Patrol Cannabis Tax Fund Grant Program (CTFGP) grant award in the amount of $248,955.98, and direct staff to implement the grant-funded program activities, consistent with the attached grant documents and Town policies;
b. Authorize Parks and Public Works to Purchase two police interceptor vehicles with fit-ups required for Police Patrol at an estimated cost of $188,868 and add these vehicles to the Town's Fleet Inventory; and
c. Authorize any additional cost to complete the vehicle fit-up, estimated not to exceed $25,000, with funding allocation from the Police Department operating budget.
d. Authorize revenue and expenditure budget adjustments in the amount of $248,955.98 to receive and expend the grant proceeds.

PREPARED BY: Clinton Tada
Police Captain

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

FISCAL IMPACT:

The Town of Los Gatos will receive $248,955.98 in state grant funding to support enhanced DUI enforcement, officer training, and the acquisition of two new marked patrol vehicles with supporting equipment. There are no matching funds required, and all eligible costs must be incurred and reimbursed within the one-year grant performance period (July 1, 2025 – June 30, 2026). Failure to comply with grant requirements may result in repayment obligations or loss of eligibility for future funding.

The CHP grant will be paid to the Town on a reimbursement basis. The procurement of two vehicles will be funded through the Police Operating Grant Program.

While the grant fully covers the purchase and outfitting of the vehicles, the Town will assume all ongoing operating and maintenance costs for the vehicles over their anticipated six-year useful life, in accordance with Town vehicle policy and grant terms. These additional operating costs will be included in the Public Works Fleet Operating Budget and are expected to be managed within the existing fleet cost structure.

In accordance with the Town Council Policy 4-05 (Town Vehicle and Equipment Acquisition and Replacement Policy), these grant-funded vehicles will not be added to the Town's vehicle replacement list and will be auctioned at the end of their useful life.

STRATEGIC PRIORITIES:

This item aligns with the Core Goals of Fiscal Stability and Public Safety by enhancing public safety resources with grant funding.

BACKGROUND:

Overview of the Cannabis Tax Fund Grant Program

In 2016, California passed Proposition 64 (the Control, Regulation, and Taxation of Adult Use of Marijuana Act or AUMA). Voters mandated the State to set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations with the goal of reducing impaired driving collisions, increasing public awareness surrounding the dangers of impaired driving, and promoting safer travel on public roadways.

The Cannabis Tax Fund Grant Program (CTFGP), administered by the California Highway Patrol (CHP), was established under the Control, Regulate, and Tax Adult Use Marijuana Act (Proposition 64). The program's purpose is to provide financial assistance to local law enforcement agencies to:

- Educate the public on the dangers of impaired driving (including cannabis and other drugs),
- Enforce impaired driving laws, and
- Improve agency effectiveness through training and acquisition of enforcement-related equipment.

For the 2025-26 cycle, the CTFGP made approximately $13 million available to small and mid-size law enforcement agencies statewide. Each eligible agency could apply for up to $500,000 in funding. Eligible costs include:

- Personnel costs (such as overtime for DUI enforcement activities),
- Training for officers (Standardized Field Sobriety Test [SFST], Advanced Roadside Impaired Driving Enforcement [ARIDE], Drug Recognition Expert [DRE]),
- Equipment purchases (including patrol vehicles outfitted for DUI enforcement), and
- Public education and outreach efforts.

Key Program Requirements:

- Grant funds must be used for new or expanded DUI enforcement activities—not to supplant existing budgets.
- All activities and expenses must be completed within the one-year project period (July 1, 2025 – June 30, 2026).
- Equipment purchases must support the project objectives, and items with a useful life beyond the grant period (such as vehicles) must remain in law enforcement service for DUI enforcement for their full useful life (anticipated six years).
- Grantees must comply with detailed reporting, audit, and equipment management requirements, including quarterly performance and financial reporting, inventory control, and records retention for a minimum of five years after grant completion.

In February 2025, the Police Department applied to the California Highway Patrol Cannabis Tax Fund Grant Program (CTFGP), and on June 13, 2025, the Los Gatos-Monte Sereno Police Department was notified of conditional approval for CTFGP funding in the amount of $248,955.98 (see Attachment 5, Intent to Award Letter). The Grant Agreement (Attachment 1) was executed by the deadline of July 4, 2025 to ensure the Town did not lose the funding associated with the grant.

DISCUSSION:

Town Grant Application

The Town's application for CTFGP funding was developed by the Los Gatos-Monte Sereno Police Department and reflects a comprehensive strategy to reduce impaired driving risks in the community.

Key elements of the application include:

- **Problem Statement:** The Town experiences elevated risks of impaired driving due to high cut-through traffic, downtown nightlife, and anticipated large-scale events (Super Bowl LX and FIFA World Cup). Data indicates a concerning increase in DUI arrests and DUI-involved traffic collisions in recent years.
- **Proposed Solution:**
    - **Enhanced Enforcement:** Eight dedicated DUI saturation patrol events (two officers, six hours each) targeting high-risk periods and locations.
    - **Training:** Funding for five officers to attend SFST training, four officers to attend ARIDE training, and one officer to complete Drug Recognition Expert certification. This will strengthen the department's ability to detect and process impaired drivers.
    - **Equipment:** Acquisition and outfitting of two new Ford Explorer Police Interceptor Utility vehicles, to be dedicated to DUI enforcement during the grant period and integrated into ongoing traffic enforcement operations.
        - While hybrid vehicles provide environmental and long-term cost benefits and follow Town vehicle purchasing policy, the grant agreement specified gas vehicles. In addition, the Police Department and Parks and Public Works Department are reviewing hybrid patrol vehicle options to evaluate their pursuit performance and operational reliability. Due to the timing constraints of the grant and vehicle purchasing timelines, there was insufficient time to complete this review and renegotiate for the possibility of hybrid vehicles. As a result, the two patrol vehicles funded through this grant will be gas vehicles. In the future, hybrid options will continue to be considered, while reviewing for the operational demands of police work. Funding for maintenance and fuel costs will need to be incorporated into the PPW Operating Budget for Fleet Operations of these vehicles.
- **Performance Measures:**
    - Increase DUI arrests by at least 10% through proactive enforcement.
    - Track DUI collisions and enforcement activity, and report quarterly to the CHP.
    - Incorporate trained officers' skills into daily operations and future field training programs.

Grant Agreement Requirements

Upon acceptance, the Town is legally obligated to:

- Adhere to all project, reporting, and financial requirements set forth in the grant application, agreement, and applicable state regulations (Title 13, California Code of Regulations, Division 2, Chapter 13).
- Use all grant-funded equipment and vehicles primarily for DUI enforcement and education for a minimum of six years.

- Submit quarterly and closeout reports documenting progress, performance, and expenditures, and maintain supporting documentation for a minimum of five years after the grant ends.
- Follow Town policy on vehicle acquisition, assignment, maintenance, and eventual replacement or disposal, while also complying with CHP notification and approval processes regarding equipment disposition.
- Comply with all other state and federal administrative requirements, including non-discrimination, conflict of interest, drug-free workplace, and financial management standards.

Next Steps and Required Action
To receive the grant funding, a resolution from the Town Council is required to formally accept the funds. Timely acceptance will allow staff to initiate vehicle procurement, enroll officers in scheduled training programs, and schedule the required enforcement operations to maximize the benefit of the award within the allowed timeline.

CONCLUSION:

Acceptance of the 2025-26 California Highway Patrol Cannabis Tax Fund Grant would provide funding to support enhancing DUI response with no General Fund contributions required.

COORDINATION:

This report was coordinated with the Los Gatos Monte Sereno Police Department, Finance Director, Public Works Department, Town Attorney, and Town Manager.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Grant Agreement (FY25/26 CTFGP Law Enforcement – Los Gatos-Monte Sereno PD)
2. Grant Application (Los Gatos-Monte Sereno Police Department)
3. CHP FY25-26 CTFGP Request for Application
4. Quick-Reference Guide (CHP Cannabis Grants Unit)
5. CTFGP Intent to Award Letter (CHP)
6. Town Vehicle and Equipment Acquisition and Replacement Policy
7. Draft Resolution

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - Los Gatos-Monte Sereno Police Department

2. NAME OF ORGANIZATION/AGENCY
Los Gatos-Monte Sereno Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Los Gatos-Monte Sereno Police Department /Support Services/Traffic Division

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $248,955.98

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Chris Constantin
Title: Town Manager
Phone: (408) 354-6837

Address: 110 E Main Street
Los Gatos, CA 95030

E-Mail: CConstantin@losgatosca.gov

Chris Constantin — Digitally signed by Chris Constantin Date: 2025.07.03 12:24:01 -07'00' — 7/3/2025
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasley@chp.ca.gov

(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Heather St. John
Title: Senior Management Analyst
Phone: (408) 827-3218

Address: 110 E Main Street
Los Gatos, CA 95030

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Los Gatos-Monte Sereno Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The Los Gatos-Monte Sereno Police Department (LGMSPD) is dedicated to vehicle enforcement efforts in order to maintain safer streets and reduce property damage, injuries, and fatal collisions as result of impaired driving behaviors. During Fiscal Year 2025/26, LGMSPD's proposed project seeks to increase DUI/DUID directed patrol and saturated enforcement efforts, enhance officer training and expertise, and fund DUI/DUID enforcement tools and equipment. The funding request for this project consists of staff salary overtime costs for eight (8) dedicated saturation enforcement events (for two officers at 6-hour durations), two (2) dedicated marked DUI enforcement patrol vehicles, Standard Field Sobriety Tests (SFST) training costs for five (5) officers, Advanced Roadside Impairment Driving Enforcement (ARIDE) training costs for four (4) officers, and Drug Recognition Expert (DRE) training costs for one (1) officer.

Problem Statement & Proposed Solution

The Los Gatos-Monte Sereno Police Department is in the Santa Clara County and provides police services for the Town of Los Gatos and City of Montes Sereno. The jurisdictions have a combined total of approximately 13.5 square miles of geographical land a residential population of approximately 36,000 people. During the day, physical population in Los Gatos is increased by 30% due to students attending Los Gatos schools, daytime workers at local businesses and residences, commuters, and traveled visitors. Los Gatos has two major state highways, (Hwy 17 and Hwy 85) which run directly through the Town of Los Gatos and act as a primary thoroughfare for vehicular traffic to and from the Santa Clara County and Santa Cruz County. Similar to many small towns which are located in between major destination cities and as a county border jurisdiction, the Town experiences the significant and negative impacts of elevated cut-thru vehicle traffic on local arterial streets when highways are congested. Primarily, this is prevalent during the summer months from beach traffic, bad weather in the winter months, and when Hwy 17 experiences vehicle collisions and hazards. In previous years, the Town Council along with Town staff requested assistance from state officials with addressing the local traffic impacts but given the current infrastructure and number of vehicles traveled, this problem is a complex issue to resolve and continues to persist and pose an increase to vehicle and roadway safety in the downtown neighborhoods of Los Gatos. The increased vehicle traffic and long traffic delays congesting the downtown business district and residential neighborhoods often leads to bad driving behaviors and the potential for hazardous conditions. In Fiscal Year 2025/26 the Santa Clara County will host two major national sporting events, Super Bowl LX and FIFA World Cup. These events will likely compound population and traffic flow in surrounding jurisdictions and dramatically increase some of the DUI/DUID concerns posed to the town for several weeks of the event festivities.

The Los Gatos-Monte Sereno Police Department has been closely tracking traffic collision data over the past several years due to recent collision fatalities and community concern and outreach for safer streets due to excessive speeds, impaired driving, and overall traffic congestion. Additionally, the Town has seen an increase in the economic vitality of local businesses downtown, specifically an increase in the food and beverage industry which attracts restaurant and bar patrons during peak times. This has led to increased calls for service in the downtown business district involving vehicle traffic and alcohol intoxication related incidents. Between 2022 and 2024 the Town of Los Gatos permitted special events which contained an Alcohol beverage Control License/Permit issued (for the special event) increased from 6 events per year to 24 special events in 2024. This metric also contributes to an alcohol consumption, intoxication, and potential for impaired driving on special event permitted dates.

Schedule A

The department reviewed various data points in the last several years and have identified some concerning trends related to DUI/DUID and vehicle collisions. In 2022, LGMSPD reported a total of 192 vehicle collisions, 58 which involved injuries (30%). In 2023, this alarming trend increased to a reported 213 total vehicle collisions, 85 which involved injuries (40%). In 2022, 8% of the collisions involving DUI/DUID resulted in injuries to involved parties and in 2023 this statistic dramatically increased to 30% of the DUI/DUID collisions resulted in injuries to involved parties. In 2024, the rising trend of collisions involving DUI/DUID which resulted in injuries to involved parties increased again to 35%. LGMSPD is committed to reducing the number of injured parties as result of vehicle collisions and specifically reducing the injury collisions which involved impaired DUI/DUID driving behaviors.

Data related to driving under the influence or driving while impaired without traffic collisions as a factor was also reviewed and resulted in trends of significant increase. In 2022, LGMSPD made 47 arrests involving DUI/DUID and in 2023 made 50 arrests involving DUI/DUID. In 2024, additional patrol enforcement during peak DUI/DUID times and locations were targeted by patrol officers, which resulted in 70 DUI/DUID related arrests, an increase of 40% in DUI/DUID arrests made within a two-year period. It should also be noted that the average Blood Alcohol Content (BAC) level of drivers arrested in 2024 was .15%, almost doubled the legal limit of .08%. The increase in arrests and interventive measures taken to combat driving while impaired is contributed primarily to increased patrols and enforcement efforts by officers during a patrol shift. While directed enforcement efforts have proven to be effective in increasing intervention and the number of arrests for DUI/DUID., this also proves that impaired driving behaviors are present within the targeted areas of the jurisdiction. With current staffing shortages the ability for patrol resources to focus primarily on traffic and DUI/DUID enforcement on a regular basis is minimal, and these metrics are primarily reflective of directed enforcement during patrol discretionary time in between calls for service. Traffic officers are often integrated with patrol staffing and conduct additional overtime high visibility traffic enforcement in and around the downtown business district, during and post special town events, and during elevated traffic congested times. Although, directed saturated enforcement events with dedicated resources with a primary focus on DUI/DUID enforcement would increase productivity and statistical measures.

Patrol vehicles equipped with emergency equipment, safety equipment, and prisoner transportation capabilities are required to conduct special enforcement efforts and are assigned to patrol officers on every shift. LGMSPD currently has a limited inventory of 11 patrol equipped vehicles in the fleet to outfit 10 patrol officers on any given day. The need for additional patrol vehicles is paramount to allow motor officers and special traffic enforcement officers to be able to perform saturated patrols throughout the year, and to increase the effectiveness of any saturated or directed enforcement efforts and campaigns.

In addition, LGMSPD has experienced a lot of transition in sworn personnel due to attrition in the last two years. Currently, over 40 % of sworn personnel has less than four years of experience, and less than 35% of all sworn personnel have attended a Standard Field Sobriety Tests (SFST) training, less than 10% have attended an Advanced Roadside Impairment Driving Enforcement (ARIDE) training, and 0% are Drug Recognition Expert (DRE) certified. The department recognizes the importance of these trainings and has incorporated these into the department training plan and also utilizes the expertise from these trainings to incorporate into the Community Police Academy for public awareness. Although, given the rate of turnover and overall personnel costs to allow officers to attend these trainings and enhance their DUI/DUID experience it is financially burdensome to a small agency. Due to overtime budgetary constraints and anticipated fiscal deficits, the allocation of overtime costs for adequate and dedicated saturation DUI/DUID enforcement in addition to patrol resources does not appear to be feasible under the existing Police Operating Budget, without the consideration of grant funding to assist with achieving goals and expectations. The CA-CTFG funding opportunity fits these exact goals in providing grant funds to support local small agencies in DUI/DUID enforcement efforts, reducing vehicle collision injuries, and promoting the awareness and education of the negative impacts of DUI/DUID driving behaviors.

Schedule A

Performance Measures/Scope of Work

The Los Gatos-Monte Sereno Police Department has seen an increase in DUI/DUID arrests within the last two years by 40%. This overwhelming increase can be contributed to variable factors of increased vehicle stops by patrol officers, geographic location within proximity of alcohol establishments, time of day, etc. Yet, the problem is present and persistent as the numbers reflect that individual continue to make the decision to drive while impaired. The overall performance measure would be based on the reduction of total collisions involving DUI/DUID, and an increase in the total number of DUI/DUID arrests by 10% as result of increased saturated patrols.

DUI/DUID Saturation Patrols & Enforcement Events:

Eight (8) saturation DUI/DUID patrol events will occur in during the four-quarter period of this grant program (Q1=2, Q2=2, Q3=2, Q4=2). The department will conduct saturation patrol events with the goal of increasing their proactive DUI/DUID arrest statistics by 10-15%, which will increase roadway safety, act as a deterrent and preventative measure against DUI driving behavior and improve overall community confidence in addressing hazardous driving related concerns.

DUI Patrol Vehicles:

Two (2) DUI/DUID Enforcement Vehicles (2025 Ford Police Utility vehicles) would be dedicated and utilized during these saturated patrols with dedicated overtime officers assigned to this program. If grant funding is approved for the purchase and build out of the two DUI/DUID Enforcement Vehicles, department staff would immediately initiate a fleet purchase order for the DUI/DUID Enforcment Vehicles within the first month of the performance period (Quarter 1) and proceed with purchase and equipment build out from the Town's contracted vendor. In the event there is a delay on DUI/DUID Enforcement Vehicle availability, the department may re-evaluate and adjust the timeline and number of DUI/DUID saturation patrols within the first quarter of the grant period and increase the frequency of events in Q2-Q4 to fulfill the total number of events. The estimated timeline for the DUI/DUID Enforcement Vehicles is approximately 2-4 months from the time of purchase to providing a fully equipped vehicle. The department seeks to order the DUI/DUID Enforcement vehicles prior to or during Quarter 1 of the grant period and expects to integrate DUI/DUID Enforcement Vehicles by the end of Quarter 1 or beginning of Quarter 2 to perform programmed DUI/DUID Enforcement saturated patrols. In addition to the grant activities, these vehicles would also be utilized when participating with outside jurisdictional DUI/DUI checkpoints (bi-annually), regionalized traffic enforcement (quarterly), and for ongoing localized DUI/DUID Enforcement and saturated patrols during holidays and special events outside the scheduled grant reimbursed events to promote deterrence. For fleet consistency, the department has selected Ford Patrol Interceptor DUI/DUID vehicles as the primary choice, but based on availability and funding allocated, the department would consider other available fleet options which meet the authorized grant allocation. The department will conduct quarterly vehicle inspections and ensure routine maintenance and repairs are performed on the vehicles in conjunction with the existing vehicle fleet for the remaining service life of the vehicle.

Trainings:

LGMSPD is committed to providing officers with the best training available to enhance their individual knowledge and experience, but more importantly to integrate learned concepts to enhance their overall performance and skillsets in promoting a safe community. The performance measure for sending officers to specialized DUI/DUID training courses would be to see increased performance results of the individual officers when conducting their DUI/DUID investigations and contacts. The department will track SFST vehicle stops (when SFST's were conducted) throughout the grant period and expect an overall increase of DUI/DUID arrests by 10%.

Five (5) officers will be assigned to attend the 24-hour Standard Field Sobriety Tests (SFST) training during the grant period (Q1=2, Q2=3). The department will seek to send 2-3 officers at a time to minimize the impact on staffing at one time. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic and Patrol Sergeants will conduct audits of trained personnel to ensure that SFST training methods are being utilized during DUI/DUID enforcement stops. Newly trained officers should strive to increase proactive enforcement vehicle stops by 10% upon completion of training.

Schedule A

Four (4) officers will be assigned to attend the 16-hour Advanced Roadside Impairment Driving Enforcement (ARIDE) training during the grant period (Q2=2, Q3=2). The department will identify two traffic officers and two patrol officers who have completed the SFST training and who have shown an interest and high level of activity in DUI/DUID enforcement. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic Sergeant and officers who have attended ARIDE will assist with coordination of the saturation patrol events. ARIDE trained officers should increase proactive DUI/DUID enforcement vehicle stops by 15% upon completion of training and will be encouraged to request assignment to the Traffic Team and Traffic Collision Reconstruction Team. LGMSPD is seeking additional traffic officers who will be assigned primarily to vehicle enforcement, collision investigations, and DUI/DUID Field Training Officers for new officers during their training program.

One (1) DRE officer will be assigned as a Drug Recognition Expert upon successful completion of SFST and ARIDE training within the grant period (Q3=1), and once they have displayed dedication to DUI/DUID investigation and being a department resource and expert for other officers and as needed for courtroom testimony.

Project Performance Evaluation

The Los Gatos-Monte Sereno Police Department's request for staff and equipment funding for DUI/DUID saturation patrols and enforcement, personnel training costs for Standard Field Sobriety Test (SFST) courses, Advanced Roadside Impaired Driving Enforcment (ARIDE) courses, and Drug Recognition Expert (DRE) course, will be evaluated on a quarterly basis by dedicated staff personnel assigned to the Traffic Division & Training Division. A Traffic Sergeant will be assigned to oversee and submit the quarterly performance evaluations, establish and assign staffing and equipment dedicated to DUI/DUID saturation events, and manage overall statistics related to arrests, frequency of DUI/DUID SFST and DRE investigations conducted in the field, and collision tracking as it relates to DUI/DUID. The department will utilize Crossroads Analytics software and Sun Ridge RIMS Records Management System to provide data reports on a quarterly basis, identify hazardous locations relative to collision and DUI/DUID prone areas, day and times of peak violations, and any specific special permitted events and holidays which may influence an increase in DUI/DUID risks (such as major planned events in FY 25/26 hosted within the Santa Clara County - Super Bowl LX and FIFA World Cup). The LGMSPD social media team will also assist in providing community messaging related to increased saturation DUI/DUID patrol efforts and provide the public with statistical results of all efforts. In addition, the LGMSPD Traffic Sergeant is a Town Staff Representative on the Town of Los Gatos Completes Streets and Transportation Committee and will provide updates on the performance of the program on a monthly basis. Finally, data analysis and statistical measures will be reported to CHP-CTG on a quarterly basis to provide performance evaluation results as a part of the grant requirements.

Program Sustainability

The Los Gatos-Monte Sereno Police Department request for grant funding through this grant for FY 25/26 is $248,955.98. LGMSPD is a small agency, 39 sworn officers, 20 non-sworn staff members, and the department has a limited operating expenditure budget for the allocation of additional training funds, additional equipment costs, and the grant program staff overtime costs. The training budget for the entire department does not allow for more than one training per staff member to attend during a 1-year period, and at times based on course and travel costs, often this is reduced based on individual needs and training priorities. This grant request for one-time funding for SFST, ARIDE, and DRE training for select personnel would assist in increasing our internal training programs for future years, allow for greater flexibility with additional staff members who are trained in DUI/DUID, and allow the ability to dedicate trained personnel to future DUI/DUID enforcement efforts and campaigns throughout the region. To assure the value, knowledge and confidence in the materials learned in the trainings, and that this information is passed along to other sworn members of the organization, the department will place an emphasis on training FTO personnel. We recognize that other agencies may also be requesting grant funding, but we ask that the CA CTFG grant administration also consider that LGMSPD has a need for additional officers to be trained (to increase expertise and the ability to be effective in the field and during court testimony) and a need to allocate necessary equipment and resources for a successful DUI/DUID saturation enforcement program over the next year. LGMSPD is committed to the goals and outcomes of this grant program to enhance the safety of the community and to save lives from impaired driving behaviors.

Schedule A

The equipment request for this grant program is for two 2025 Ford Explorer Patrol Vehicles which would be utilized by LGMSPD Officers for DUI/DUID saturation patrol efforts and dedicated traffic enforcement efforts by the Traffic Team. The motor officers would transition and utilize these vehicles during inclement weather patterns, and dedicated patrol officers assigned to special events and DUI awareness would share these assets for saturation DUI/DUID scheduled events. LGMSPD in partnership with the Town of Los Gatos fleet manager has discussed the future allocation and replacement of these grant funded vehicles if we were granted this request. LGMSPD and the Town of Los Gatos is prepared to incorporate these requested vehicles into the ongoing Vehicle and Equipment Maintenance and Replacement schedules for the duration of the service life of the vehicles (6 years - through FY 30/31) and have anticipated a fiscal cost replacement for these assets through our annual operating budget process thereafter initial allocation. LGMSPD and the Town of Los Gatos would be responsible for any and all maintenance costs and/or replacement costs of the vehicles during this six-year period and in accordance with fulfillment of the grant requirements.

Administrative Support

The Los Gatos-Monte Sereno Police Department and Town of Los Gatos Administration is fully supportive of pursuing this grant opportunity for ongoing efforts to identify and increase enforcement efforts through saturation directed patrols for impaired DUI/DUID drivers and supplementing training and equipment needs. The Town of Los Gatos and LGMSPD are familiar with grant management and providing necessary documentation for reimbursement funding and quarterly report documentation. The LGMSPD Traffic Sergeant will be responsible for preparing operational plans, statistical reporting requirements, and staffing grant activities specific to each DUI/DUID saturation patrol event. The Department's Training Manager will coordinate efforts with the Support Services Captain and Budget Analyst in conducting audits and oversight of the selection of personnel who are assigned to attend grant funded training courses. The Traffic Sergeant and Support Services Captain will oversee and manage the allocation of any grant funded vehicles, build-outs, and equipment requests. The Town's Fleet Manager and the Traffic Sergeant have already obtained reliable quotes from reputable and approved government fleet vendors and contractors which the Town already has existing agreements with. It is anticipated that the purchase of the requested grant vehicles and equipment within this application can be made within Quarter 1 of the grant cycle, and any grant funded training and saturation patrol events would occur in Quarter 1 through Quarter 4.

In previous years, the Los Gatos-Monte Sereno Police Department has received grant funding the Office of Traffic Safety for the purchase and implementation of Crossroads Collision Software and Crossroads Electronic Citation module. All quarterly reports, implementation deadlines, and purchasing requirements stipulated by the grant were met for the OTS grant. LGMSPD has not been awarded any other grant funding which would supplement this grant program request, and LGMSPD has never applied for the California Highway Patrol Cannabis Tax Fund Grant Program. The department is excited for this opportunity in pursuing a specific program with dedicated and funded resources in addressing an increase in DUI/DUID incidents, reducing injury related vehicle collisions, and improving local community safety.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23354	Los Gatos-Monte Sereno Police Department	$248,955.98

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	DUI Patrol Vehicle - Outfitting	$70,138.00
Category Sub-Total		**$70,138.00**
Personnel		
	DUI Saturation Patrol	$12,836.16
	SFST Training - Attend	$16,045.20
	DRE Training - Attend	$9,627.12
	ARIDE Training - Attend	$8,557.44
Category Sub-Total		**$47,065.92**
Travel		
	SFST Training - Attend Travel	$5,958.30
	DRE Training - Attend Travel	$3,706.00
	ARIDE Training - Attend Travel	$3,357.76
Category Sub-Total		**$13,022.06**
Equipment		
	DUI Patrol Vehicle	$118,730.00
Category Sub-Total		**$118,730.00**

Grant Total	$248,955.98

Schedule B-1
Budget Narrative

Los Gatos-Monte Sereno Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI Patrol Vehicle - Outfitting
$70,138.00
DUI/DUID Vehicles - Outfitting Costs

*Standard (LEHR) Police Vehicle Package Build Out Costs (All Emergency Lighting Equipment, Siren Controls, Speakers, Wiring Harnesses, Prisoner Transport Window bars, Console Mounts, MDC Mounts, Radio Console Harnesses Aux Lighting Retro): $27,070.55 Per Police Vehicle Unit / 2 Vehicle Units + Installation = $54,141.10
*Axon Fleet 3 In-Car Camera ALPR Dash Camera License #80441 Per Unit $588, 2 Qty. = $1,176
*Axon Fleet 3 Camera TAP #80458 Hardware $1,788 Per Unit, 2 Qty. = $3,576
*Motorola Vehicle Mobile Radio APX 8500 Dual Band $4,302.39 Per Unit, 2 Qty. = $8,604.78
*Decals & Tint for 2 Qty. DUI/DUID Enforcement Vehicles = $2,000
*Total Other Direct Costs: Outfitting Costs 2 Qty. DUI/DUID Vehicles = $69,497.88

Personnel

DRE Training - Attend
$9,627.12
1 DRE Training Event = $9627.12
1 Officer / 72 Hours Per Officer = OT Rate $133.71 Per Hour / 72 Hours = 9627.12

DUI Saturation Patrol
$12,836.16
8 DUI Saturation Patrols with 2 Officers for 6-Hour Operational Shifts = 48 Hours Total.
1 Qty. Patrol Officer OT Rate $133.71 / Per Hour / 48 Hours Total for 8 Events = $6,418.08
1 Qty. Patrol Officer OT Rate $133.71 / Per Hour / 48 Hours Total for 8 Events = $6,418.08
- Total 2 Officers OT Costs DUI/DUID Saturation Patrols = $12,836.16 (*OT Rate $133.71 Calculated with Benefits Included)

SFST Training - Attend
$16,045.20
5-SFST Training Events = $16,045.20
5 Officers / 24 Hours Per Officer / 120 Hours = OT Rate $133.71 Per Hr. / 120 Hours = $16,045.20

ARIDE Training - Attend
$8,557.44
Officer OT $133.71 Per Hour / 16 Hours Per Officer / 4 Officers / 64 Hours Total = $8,557.44

Travel

ARIDE Training - Attend Travel
$3,357.76
*ARIDE Training *Sacramento, CA *4 Officers *Mileage $.70 Per mile / 125 Miles Per Way / 2 Ways (250 miles) = $175 *Per-diem (GSA) = $64.50 1st Day / $86.00 per full day / $64.50 Last Day / 2 days = $129 *Lodging ARIDE Sacramento = $150 per nt. + Taxes / 2 nts. = $300

Total $604 Per Officer/ 4 Officers = $2,416.00 Total

Schedule B-1
Budget Narrative

Los Gatos-Monte Sereno Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

SFST Training - Attend Travel
$5,958.30
*SFST 24-Hour Training *Sacramento *5 Officers *Mileage = $.070 Per Mile / 125 miles per way / 2 ways (250 miles) = $175 *Per-diem (GSA) = $64.50 1st Day $86.00 per full day $64.50 Last Day / 3 days = $215.00 *Lodging SFST Sacramento = $150 per night + Taxes / 3 nights = $450

Total $840 Per Officer X 5 Officers = $4200 Total

DRE Training - Attend Travel
$3,706.00
*DRE Training *Sacramento, CA, *1 Officer, *Mileage $.70 Per mile / 125 Miles Per Way / 2 Ways (250 miles) = $175, *Per-diem (GSA) = $64.50 1st Day / $86.00 per full day / $64.50 Last Day / 9 days = $731 *Lodging DRE Sacramento = $150 per nt. + Taxes / 9 nts. = $1350

Total = $2256 Per Officer X 1 Officer = $2256

Equipment

DUI Patrol Vehicle
$118,730.00
DUI/DUID Enforcement Vehicles

*(2) 2025 Ford Explorer Police Interceptor Utility Vehicles, Vehicle Spec Options: AWD, 3.3L Ti-VCT V6 FFT gas engine, 10-Speed Auto Transmission, Police Wire Harness Package, Driver/Pass Spotlights

*1 Qty Ford Interceptor Vehicle $55,858.14 Per Unit / 2 Qty. Units Ford Interceptor Vehicles = $111,716.28 Total Vehicle Purchase Costs

Los Gatos-Monte Sereno Police Department

Prepared by Los Gatos-Monte Sereno Police Department
for California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

Submitted by Clint Tada

Submitted on 02/21/2025 12:30 PM Pacific Standard Time

Opportunity Details

Opportunity Information

Title
Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

Description
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.
The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

Awarding Agency Name
California Highway Patrol

Agency Contact Name
Cannabis Grants Unit (CGU)

Agency Contact Phone
916-843-4360

Agency Contact Email
CGUGrants@chp.ca.gov

Fund Activity Categories
Education, Law, Justice and Legal Services

Manager
Cannabis Grants Unit (CGU)

Opportunity Posted Date
1/8/2025

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/cd30d005-b1e2-4785-86ba-ea5c151bd666

Is Published
Yes

Funding Information

Opportunity Funding
$13,000,000.00

Funding Sources
State

Funding Source Description
With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

Funding Restrictions
State Agencies/Departments, please refer to Section 34019 (f)(3)(B) RTC and California Code of Regulations, Title 13,

Division 2, Chapter 13, for additional information.

Award Information

Award Range
$500,000.00 Ceiling

Award Period
07/01/2025 - 06/30/2026

Award Type
Competitive

Indirect Costs Allowed
No

Matching Requirement
No

Submission Information

Submission Window
01/08/2025 8:00 AM - 02/28/2025 5:00 PM

Submission Timeline Type
One Time

Submission Timeline Additional Information
GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

Grant Applicants are advised to ask submittal questions well before the deadline. The Cannabis Grants Unit (CGU) cannot guarantee an immediate response and the Grant Management System (GMS) will automatically close at 5:00 PM PST. Once a Grant Application is submitted through the GMS, Grant Applicants may not add, edit, or delete any Grant Application information.

Question Submission Information

Question Submission Open Date
01/08/2025 8:00 AM

Question Submission Close Date
02/28/2025 5:00 PM

Question Submission Email Address
CGUGrants@chp.ca.gov

Question Submission Additional Information
GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

CGU Office Hours:
Monday through Friday
8:00 am to 5:00 pm
If assistance is required, please contact the Cannabis Grants Unit no later than Friday, February 21, 2025.

Attachments

- Grant Application Evaluation Criteria

- FY25-26 RFA - Law Enforcement Small and Mid-Size

Eligibility Information

Eligibility Type

Public

Additional Eligibility Information

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less
Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Additional Information

Additional Information URL

https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program

Award Administration Information

State Award Notices

Awards will be announced in May and June 2025.

Administrative and National Policy Requirements

The California Highway Patrol (CHP) adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2, by adding Chapter 13, which govern the CHP, Cannabis Tax Fund Grant Program.

These regulations outline:
* Grant Provisions
* Grant Project Types
* Specific Grant Application Requirements
* Grant Evaluation Criteria
* Necessary Administrative Procedures for the Program

Regulations can be found at:
https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program/program-regulations

Reporting

Quarterly Reporting is required and due within 14 calendar days after the close of each quarter.

Quarter One (Q1): July 1 - September 30
Quarter Two (Q2): October 1 - December 31
Quarter Three (Q3): January 1 - March 31
Quarter Four (Q4): April 1 - June 30

Other Information

Please ensure your Organization/Agency has the capability to electronically sign required documents (ex: Grant Agreement).

Project Information

Application Information

Application Name
Los Gatos-Monte Sereno Police Department

Award Requested
$248,955.98

Total Award Budget
$248,955.98

Primary Contact Information

Name
Clint Tada

Email Address
ctada@losgatosca.gov

Address
110 E MAIN ST., Los Gatos
LOS GATOS, CA 95030

Phone Number
(408) 354-6843

Project Description

1. Organization/Agency Representatives

Organization/Agency Section/Unit (subdivision) to administer the Grant Agreement

Los Gatos-Monte Sereno Police Department /Support Services/Traffic Division

Organization/Agency Representative

Please complete the following fields with appropriate Organization/Agency representatives, as applicable.

- **The Authorized Official is authorized to enter into a Grant Agreement with signing authority.**
- **The Authorized Financial Contact maintains financial records, documentation, and recipient of warrant.**
- **The Administrative Contact is responsible for day-to-day administration.**

Authorized Official Name (first and last)

Jamie Field

Authorized Official Title

Police Chief

Authorized Official Address (street, city, state, zip code)

110 E. Main St. Los Gatos, CA 95030

Official Address to Receive Reimbursement Payment - MUST MATCH FI$CAL FORM (street, city, state, zip code)

110 E. Main St. Los Gatos, CA 95030

Authorized Official Phone Number (with area code)

4088273218

Authorized Official Email Address

Jfield@losgatosca.gov

Authorized Financial Contact Name (first and last)

Heather St. John

Authorized Financial Contact Title

Senior Management Analyst

Authorized Financial Contact Phone Number (with area code)

4083546843

Authorized Financial Contact Email Address

hstjohn@losgatosca.gov

Administrative Contact Name (first and last)

Clinton Tada

Administrative Contact Title

Captain

Administrative Contact Phone Number (with area code)

4088273218

Administrative Contact Email Address

ctada@losgatosca.gov

2. Senate/Assembly/Congressional/County Information

To determine the State Senate District(s), State Assembly District(s), and California Congressional District(s), copy and paste the below URL in your browser and search:

https://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/about

Select one or more State Senate District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Senate 13, State Senate 15

Select one or more State Assembly District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Assembly 28

Select one or more California Congressional District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

California Congressional District 16

Select one or more California counties where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

Santa Clara

Number of residents (population) that your Organization/Agency serves.

35000

3. Statistical Data

Ensure the responses below are accurate and align with the statistical data provided within the Grant Application. If a question is not applicable, please input "0" or "N/A".

How many schools are in your jurisdiction?

	Elementary Schools	Middle Schools	High Schools	Colleges/Universities
Number of Schools	9	4	3	0

How many law enforcement personnel are within your Organization/Agency?

39

Does your Organization/Agency have specifically designated traffic enforcement personnel who conduct driving under the influence (DUI) enforcement operations?

- ○ Yes
- ◉ No

How often does your Organization/Agency conduct DUI enforcement activities (ex: DUI Saturation Patrols, DUI Checkpoints)?

	Weekly Average	Monthly Average	Yearly Average
Enforcement Activities			3

How many law enforcement personnel have attended Standard Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and/or Drug Recognition Evaluator (DRE) training?

	SFST	ARIDE	DRE
Number of Trained Law Enforcement Personnel	15	4	0

How many certified DREs does your Organization/Agency currently have?

0

How many law enforcement personnel are certified SFST and/or DRE Instructors?

	SFST	DRE
Number of Certified Instructors	0	0

What in-service training does your Organization/Agency offer related to DUI/DUID?

The Los Gatos-Monte Sereno Police Department provides newly hired officers with a week-long DUI enforcement training during the Field Training Officer (FTO) Program to familiarize officers with common driving indicators, objective symptom recognition, sobriety test demonstrations, and application techniques. As a part of the Department Training Plan, the department strives to ensure new officers attend Standard Field Sobriety Training (SFST) as a core patrol training requirement within the first two years of service to provide an in depth understanding of SFST's. Often times, experienced Field Training Officers provide informal exposure to DUI/DUID training during the FTO program, but new officers are not always provided an opportunity to attend formal SFST training until budgeted training funds and course availability allow.

Is training conducted at your Organization/Agency or at an alternate facility?

- ○ Within Organization/Agency
- ◉ Alternate Facility

Do law enforcement personnel participate in training with local city attorneys and/or district attorneys?

- ○ Yes

◉ No

Grant Funded Equipment

Have Cannabis Tax Fund Grant Program Grant Funds been utilized to purchase equipment (an acquisition cost of at least $5,000)?

○ Yes
◉ No

If yes, list EACH equipment item and fiscal year of the Grant Agreement.

N/A

EXAMPLE ONLY

FY21-22 = Two Message Boards
FY22-23 = One DUI Vehicle

4. Project Description

Project Types: Please select project type(s) applicable to your Project.

- ☒ Law Enforcement Training
- ☐ Public Education and/or Prevention
- ☒ Enforcement Efforts

Provide a brief overview/synopsis (a paragraph) of the proposed Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Los Gatos-Monte Sereno Police Department (LGMSPD) is dedicated to vehicle enforcement efforts in order to maintain safer streets and reduce property damage, injuries, and fatal collisions as result of impaired driving behaviors. During Fiscal Year 2025/26, LGMSPD's proposed project seeks to increase DUI/DUID directed patrol and saturated enforcement efforts, enhance officer training and expertise, and fund DUI/DUID enforcement tools and equipment. The funding request for this project consists of staff salary overtime costs for eight (8) dedicated saturation enforcement events (for two officers at 6-hour durations), two (2) dedicated marked DUI enforcement patrol vehicles, Standard Field Sobriety Tests (SFST) training costs for five (5) officers, Advanced Roadside Impairment Driving Enforcement (ARIDE) training costs for four (4) officers, and Drug Recognition Expert (DRE) training costs for one (1) officer.

5. Problem Statement & Proposed Solution

Clearly identify the problem/need (Problem Statement) in your local community that will be addressed by the Project. Then, clearly identify the Proposed Solution to address the problem/need. If applicable, provide recent and high-level statistical data that directly supports the problem/need in your local community. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - EITHER TYPE INFORMATION IN FIELD OR ATTACH DOCUMENT.

The Los Gatos-Monte Sereno Police Department is in the Santa Clara County and provides police services for the Town of Los Gatos and City of Montes Sereno. The jurisdictions have a combined total of approximately 13.5 square miles of geographical land a residential population of approximately 36,000 people. During the day, physical population in Los Gatos is increased by 30% due to students attending Los Gatos schools, daytime workers at local businesses and residences, commuters, and traveled visitors. Los Gatos has two major state highways, (Hwy 17 and Hwy 85) which run directly through the Town of Los Gatos and act as a primary thoroughfare for vehicular traffic to and from the Santa Clara County and Santa Cruz County. Similar to many small towns which are located in between major destination cities and as a county border jurisdiction, the Town experiences the significant and negative impacts of elevated cut-thru vehicle traffic on local arterial streets when highways are congested. Primarily, this is prevalent during the summer months from beach traffic, bad weather in the winter months, and when Hwy 17 experiences vehicle collisions and hazards. In previous years, the Town Council along with Town staff requested assistance from state officials with addressing the local traffic impacts but given the current infrastructure and number of vehicles traveled, this problem is a complex issue to resolve and continues to persist and pose an increase to vehicle and roadway safety in the downtown neighborhoods of Los Gatos. The increased vehicle traffic and long traffic delays congesting the downtown business district and residential neighborhoods often leads to bad driving behaviors and the potential for hazardous conditions. In Fiscal Year 2025/26 the Santa Clara County will host two major national sporting events, Super Bowl LX and FIFA World Cup. These events will likely compound population and traffic flow in surrounding jurisdictions and dramatically increase some of the DUI/DUID concerns posed to the town for several weeks of the event festivities.

The Los Gatos-Monte Sereno Police Department has been closely tracking traffic collision data over the past several years due to recent collision fatalities and community concern and outreach for safer streets due to excessive speeds, impaired driving, and overall traffic congestion. Additionally, the Town has seen an increase in the economic vitality of local businesses downtown, specifically an increase in the food and beverage industry which attracts restaurant and bar patrons during peak times. This has led to increased calls for service in the downtown business district involving vehicle traffic and alcohol intoxication related incidents. Between 2022 and 2024 the Town of Los Gatos permitted special events which contained an Alcohol beverage Control License/Permit issued (for the special event) increased from 6 events per year to 24 special events in 2024. This metric also contributes to an alcohol consumption, intoxication, and potential for impaired driving on special event permitted dates.

The department reviewed various data points in the last several years and have identified some concerning trends related to DUI/DUID and vehicle collisions. In 2022, LGMSPD reported a total of 192 vehicle collisions, 58 which involved injuries (30%). In 2023, this alarming trend increased to a reported 213 total vehicle collisions, 85 which involved injuries (40%). In 2022, 8% of the collisions involving DUI/DUID resulted in injuries to involved parties and in 2023 this statistic dramatically increased to 30% of the DUI/DUID collisions resulted in injuries to involved parties. In 2024, the rising trend of collisions involving DUI/DUID which resulted in injuries to involved parties increased again to 35%. LGMSPD is committed to reducing the number of injured parties as result of vehicle collisions and specifically reducing the injury collisions which involved impaired DUI/DUID driving behaviors.

Data related to driving under the influence or driving while impaired without traffic collisions as a factor was also reviewed and resulted in trends of significant increase. In 2022, LGMSPD made 47 arrests involving DUI/DUID and in 2023 made 50 arrests involving DUI/DUID. In 2024, additional patrol enforcement during peak DUI/DUID times and locations were targeted by patrol officers, which resulted in 70 DUI/DUID related arrests, an increase of 40% in DUI/DUID arrests made within a two-year period. It should also be noted that the average Blood Alcohol Content (BAC) level of drivers arrested in 2024 was .15%, almost doubled the legal limit of .08%. The increase in arrests and interventive measures taken to combat driving while impaired is contributed primarily to increased patrols and enforcement efforts by officers during a patrol shift. While directed enforcement efforts have proven to be effective in increasing intervention and the number of arrests for DUI/DUID., this also proves that impaired driving behaviors are present within the targeted areas of the jurisdiction. With current staffing shortages the ability for patrol resources to focus primarily on traffic and DUI/DUID enforcement on a regular basis is minimal, and these metrics are primarily reflective of directed enforcement during patrol discretionary time in between calls for service. Traffic officers are often integrated with patrol staffing and conduct additional overtime high visibility traffic enforcement in and around the downtown business district, during and post special town events, and during elevated traffic congested times. Although, directed saturated enforcement events with dedicated resources with a primary focus on DUI/DUID enforcement would increase productivity and statistical measures.

Patrol vehicles equipped with emergency equipment, safety equipment, and prisoner transportation capabilities are required to conduct special enforcement efforts and are assigned to patrol officers on every shift. LGMSPD currently a limited inventory of 11 patrol equipped vehicles in the fleet to outfit 10 patrol officers on any given day. The need

for additional patrol vehicles is paramount to allow motor officers and special traffic enforcement officers to be able to perform saturated patrols throughout the year, and to increase the effectiveness of any saturated or directed enforcement efforts and campaigns.

In addition, LGMSPD has experienced a lot of transition in sworn personnel due to attrition in the last two years. Currently, over 40 % of sworn personnel has less than four years of experience, and less than 35% of all sworn personnel have attended a Standard Field Sobriety Tests (SFST) training, less than 10% have attended an Advanced Roadside Impairment Driving Enforcement (ARIDE) training, and 0% are Drug Recognition Expert (DRE) certified. The department recognizes the importance of these trainings and has incorporated these into the department training plan and also utilizes the expertise from these trainings to incorporate into the Community Police Academy for public awareness. Although, given the rate of turnover and overall personnel costs to allow officers to attend these trainings and enhance their DUI/DUID experience it is financially burdensome to a small agency. Due to overtime budgetary constraints and anticipated fiscal deficits, the allocation of overtime costs for adequate and dedicated saturation DUI/DUID enforcement in addition to patrol resources does not appear to be feasible under the existing Police Operating Budget, without the consideration of grant funding to assist with achieving goals and expectations. The CA-CTFG funding opportunity fits these exact goals in providing grant funds to support local small agencies in DUI/DUID enforcement efforts, reducing vehicle collision injuries, and promoting the awareness and education of the negative impacts of DUI/DUID driving behaviors.

Statistical Data/Report(s)

6. Performance Measures/Scope of Work

Detail EACH Project activity/item below, which will serve as your goals and objectives for the Project. For EACH goal/objective, include estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and justification detailing how it will enhance/support the Project. NOTE: These goals and objectives must be consistent with the Budget. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Los Gatos-Monte Sereno Police Department has seen an increase in DUI/DUID arrests within the last two years by 40%. This overwhelming increase can be contributed to variable factors of increased vehicle stops by patrol officers, geographic location within proximity of alcohol establishments, time of day, etc. Yet, the problem is present and persistent as the numbers reflect that individual continue to make the decision to drive while impaired. The overall performance measure would be based on the reduction of total collisions involving DUI/DUID, and an increase in the total number of DUI/DUID arrests by 10% as result of increased saturated patrols.

Eight (8) saturation DUI/DUID patrol events will occur in during the four-quarter period of this grant program (Q1=2, Q2=2, Q3=2, Q4=2). The department will conduct saturation patrol events with the goal of increasing their proactive DUI/DUID arrest statistics by 10-15%, which will increase roadway safety, act as a deterrent and preventative measure against DUI driving behavior and improve overall community confidence in addressing hazardous driving related concerns. The request for two 2025 Ford Police Utility vehicles would be dedicated and utilized during these saturated patrols with dedicated overtime officers assigned to this program.

LGMSPD is committed to providing officers with the best training available to enhance their individual knowledge and experience, but more importantly to integrate learned concepts to enhance their overall performance and skillsets in promoting a safe community. The performance measure for sending officers to specialized DUI/DUID training courses would be to see increased performance results of the individual officers when conducting their DUI/DUID investigations and contacts. The department will track SFST vehicle stops (when SFST's were conducted) throughout the grant period and expect an overall increase of DUI/DUID arrests by 10%.

Five (5) officers will be assigned to attend the 24-hour Standard Field Sobriety Tests (SFST) training during the grant period (Q1=2, Q2=3). The department will seek to send 2-3 officers at a time to minimize the impact on staffing at one time. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic and Patrol Sergeants will conduct audits of trained personnel to ensure that SFST training methods are being utilized during DUI/DUID enforcement stops. Newly trained officers should strive to increase proactive enforcement vehicle stops by 10% upon completion of training.

Four (4) officers will be assigned to attend the 16-hour Advanced Roadside Impairment Driving Enforcement (ARIDE) training during the grant period (Q2=2, Q3=2). The department will identify two traffic officers and two patrol officers who have completed the SFST training and who have shown an interest and high level of activity in DUI/DUID enforcement. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic Sergeant and officers who have attended ARIDE will assist with coordination of the saturation patrol events. ARIDE trained officers should increase proactive DUI/DUID enforcement vehicle stops by 15% upon completion of training and will be encouraged to request assignment to the Traffic Team and Traffic Collision Reconstruction Team. LGMSPD is seeking additional traffic officers who will be assigned primarily to vehicle enforcement, collision investigations, and DUI/DUID Field Training Officers for new officers during their training program.

One (1) DRE officer will be assigned as a Drug Recognition Expert upon successful completion of SFST and ARIDE training within the grant period (Q3=1), and once they have displayed dedication to DUI/DUID investigation and being a department resource and expert for other officers and as needed for courtroom testimony.

EXAMPLE ONLY

16 DUI Saturation Patrols (Q1 = 4, Q2 = 4, Q3 = 4, Q4 = 4): Aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community.

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

4 Message Boards for DUI Checkpoints and Educational Messaging (Q1 = Purchase, Q2 = Receive, Q2-Q4 =

Use to complete DUI Checkpoints and education): We will utilize the Message Boards to notify the public of an approaching DUI Checkpoint. In between DUI Checkpoints, we will display educational messaging against driving under the influence.

4 Educational Presentations at local high schools (Q1 = 1, Q2 = 1, Q3 = 1, Q4 = 1): Aim to contact at least 100 students each quarter to increase awareness of driving under the influence. The presentations will educate students on the implications of driving impaired.

7. Project Performance Evaluation

Provide the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Los Gatos-Monte Sereno Police Department's request for staff and equipment funding for DUI/DUID saturation patrols and enforcement, personnel training costs for Standard Field Sobriety Test (SFST) courses, Advanced Roadside Impaired Driving Enforcment (ARIDE) courses, and Drug Recognition Expert (DRE) course, will be evaluated on a quarterly basis by dedicated staff personnel assigned to the Traffic Division & Training Division. A Traffic Sergeant will be assigned to oversee and submit the quarterly performance evaluations, establish and assign staffing and equipment dedicated to DUI/DUID saturation events, and manage overall statistics related to arrests, frequency of DUI/DUID SFST and DRE investigations conducted in the field, and collision tracking as it relates to DUI/DUID. The department will utilize Crossroads Analytics software and Sun Ridge RIMS Records Management System to provide data reports on a quarterly basis, identify hazardous locations relative to collision and DUI/DUID prone areas, day and times of peak violations, and any specific special permitted events and holidays which may influence an increase in DUI/DUID risks (such as major planned events in FY 25/26 hosted within the Santa Clara County - Super Bowl LX and FIFA World Cup). The LGMSPD social media team will also assist in providing community messaging related to increased saturation DUI/DUID patrol efforts and provide the public with statistical results of all efforts. In addition, the LGMSPD Traffic Sergeant is a Town Staff Representative on the Town of Los Gatos Completes Streets and Transportation Committee and will provide updates on the performance of the program on a monthly basis. Finally, data analysis and statistical measures will be reported to CHP-CTG on a quarterly basis to provide performance evaluation results as a part of the grant requirements.

8. Program Sustainability

Describe the plan for reducing reliance on future grant funding. Include a summary and timeframe to continue efforts when grant funds are either not available or significantly reduced. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Los Gatos-Monte Sereno Police Department request for grant funding through this grant for FY 25/26 is $248,955.48. LGMSPD is a small agency, 39 sworn officers, 20 non-sworn staff members, and the department has a limited operating expenditure budget for the allocation of additional training funds, additional equipment costs, and the grant program staff overtime costs. The training budget for the entire department does not allow for more than one training per staff member to attend during a 1-year period, and at times based on course and travel costs, often this is reduced based on individual needs and training priorities. This grant request for one-time funding for SFST, ARIDE, and DRE training for select personnel would assist in increasing our internal training programs for future years, allow for greater flexibility with additional staff members who are trained in DUI/DUID, and allow the ability to dedicate trained personnel to future DUI/DUID enforcement efforts and campaigns throughout the region. To assure the value, knowledge and confidence in the materials learned in the trainings, and that this information is passed along to other sworn members of the organization, the department will place an emphasis on training FTO personnel. We recognize that other agencies may also be requesting grant funding, but we ask that the CA CTFG grant administration also consider that LGMSPD has a need for additional officers to be trained (to increase expertise and the ability to be effective in the field and during court testimony) and a need to allocate necessary equipment and resources for a successful DUI/DUID saturation enforcement program over the next year. LGMSPD is committed to the goals and outcomes of this grant program to enhance the safety of the community and to save lives from impaired driving behaviors.

The equipment request for this grant program is for two 2025 Ford Explorer Patrol Vehicles which would be utilized by LGMSPD Officers for DUI/DUID saturation patrol efforts and dedicated traffic enforcement efforts by the Traffic Team. The motor officers would transition and utilize these vehicles during inclement weather patterns, and dedicated patrol officers assigned to special events and DUI awareness would share these assets for saturation DUI/DUID scheduled events. LGMSPD in partnership with the Town of Los Gatos fleet manager has discussed the future allocation and replacement of these grant funded vehicles if we were granted this request. LGMSPD and the Town of Los Gatos is prepared to incorporate these requested vehicles into the ongoing Vehicle and Equipment Maintenance and Replacement schedules for the duration of the service life of the vehicles (6 years - through FY 30/31) and have anticipated a fiscal cost replacement for these assets through our annual operating budget process thereafter initial allocation. LGMSPD and the Town of Los Gatos would be responsible for any and all maintenance costs and/or replacement costs of the vehicles during this six-year period and in accordance with fulfillment of the grant requirements.

9. Administrative Support

Describe the administrative support, including the Organization/Agency's grant experience, personnel, and physical resources needed to successfully implement the Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Los Gatos-Monte Sereno Police Department and Town of Los Gatos Administration is fully supportive of pursuing this grant opportunity for ongoing efforts to identify and increase enforcement efforts through saturation directed patrols for impaired DUI/DUID drivers and supplementing training and equipment needs. The Town of Los Gatos and LGMSPD are familiar with grant management and providing necessary documentation for reimbursement funding and quarterly report documentation. The LGMSPD Traffic Sergeant will be responsible for preparing operational plans, statistical reporting requirements, and staffing grant activities specific to each DUI/DUID saturation patrol event. The Department's Training Manager will coordinate efforts with the Support Services Captain and Budget Analyst in conducting audits and oversight of the selection of personnel who are assigned to attend grant funded training courses. The Traffic Sergeant and Support Services Captain will oversee and manage the allocation of any grant funded vehicles, build-outs, and equipment requests. The Town's Fleet Manager and the Traffic Sergeant have already obtained reliable quotes from reputable and approved government fleet vendors and contractors which the Town already has existing agreements with. It is anticipated that the purchase of the requested grant vehicles and equipment within this application can be made within Quarter 1 of the grant cycle, and any grant funded training and saturation patrol events would occur in Quarter 1 through Quarter 4.

In previous years, the Los Gatos-Monte Sereno Police Department has received grant funding the Office of Traffic Safety for the purchase and implementation of Crossroads Collision Software and Crossroads Electronic Citation module. All quarterly reports, implementation deadlines, and purchasing requirements stipulated by the grant were met for the OTS grant. LGMSPD has not been awarded any other grant funding which would supplement this grant program request, and LGMSPD has never applied for the California Highway Patrol Cannabis Tax Fund Grant Program. The department is excited for this opportunity in pursuing a specific program with dedicated and funded resources in addressing an increase in DUI/DUID incidents, reducing injury related vehicle collisions, and improving local community safety.

10. Other Grant Programs

Impaired Driving Enforcement Funding

Has your Organization/Agency previously received grant funding for impaired driving enforcement?

☐ Yes
☒ No

If yes, detail the outcome. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

N/A

Other Grant Programs

Has or will your Organization/Agency submit a proposal to another grant program for this Project (ex: funds for the same components as this Project, or for similar/related components that will be completed during the same time period as this Project)?

☐ Yes
☒ No

If yes, detail the granting Organization/Agency. In addition, clearly distinguish which tasks would be funded by the CTFGP and which tasks would be funded by another Organization/Agency. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

N/A

Are any personnel dedicated to this Project funded by other sources/grants?

☐ Yes
☒ No

If yes, detail which source/grant. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

N/A

11. Terms and Conditions

By submitting your Grant Application, you agree to the following Terms and Conditions:

I certify, under penalty of perjury, that the information I entered in this Grant Application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded by the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol, Cannabis Grants Unit (CGU), to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above Terms and Conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

☒ I Agree

When using the GMS (AmpliFund), I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my User ID and password in lieu of my written signature.

☒ I Agree

My password is unique to me and is to remain confidential. I will not allow other individuals to use my User ID and password to access the GMS (AmpliFund).

☒ I Agree

It is my responsibility to maintain the confidentiality of GMS (AmpliFund) information.

☒ I Agree

Once I submit the Grant Application, I am unable to add, edit, or delete any Grant Application information.

☒ I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program Grant Application are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP, CGU, cannot ensure the confidentiality of any information submitted in or with this Grant Application (Gov. Code, § 6250 et seq.).

☒ I Agree

Generated Income Disclaimer: There will be no program income generated from this grant. Nothing in this Grant Application shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations, in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Grant Application, appropriate enforcement action will be taken for all observed violations.

☒ I Agree

Financial Information System for California Government Agency Taxpayer ID (FI$Cal Form)

A FI$Cal Form is required for reimbursement. If the Grant Applicant does not have a completed FI$Cal Form at final Grant Application submission time, the Grant Applicant may submit the completed FI$Cal Form via email to CGU prior to execution of the Grant Agreement. NOTE: The “Remit-To Address" on the FI$Cal Form MUST match the “Official Address to Receive Reimbursement Payment” you entered in Form #1. Organization/Agency Representative. This address shall be the official address on file with FI$Cal and the State Controller’s Office (SCO) to receive warrants (Reimbursement Request Payments). Forms are located on the Cannabis Tax Fund Grant Program's website at https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program.

☒ I Agree

FI$Cal Form

City Council or County Resolution

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, or ordinance of local governing body, which by law has the authority to enter into an agreement authorizing execution of a Grant Agreement. If the Grant Applicant does not have a signed resolution at final Grant Application submission time, the Grant Applicant may submit a signed resolution via email to CGU prior to execution of the Grant Agreement. NOTE: The resolution MUST explicitly state the Organization/Agency has delegated authority to enter into a Grant Agreement for the requested amount.

☒ I Agree

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
ARIDE Training 16-Hours (4 Officers)	$8,557.44	$8,557.44
DRE Training 72-Hours (1 Officer)	$9,627.12	$9,627.12
DUI Saturation Patrols - 8 Events	$12,836.16	$12,836.16
SFST Training 24-Hours (5 Officers)	$16,045.20	$16,045.20
Subtotal	**$47,065.92**	**$47,065.92**
Travel		
ARIDE Training Travel Expenses (4-Officers)	$3,357.76	$3,357.76
DRE Training Travel Expenses (1 Officer)	$3,706.00	$3,706.00
SFST Training Travel Expenses (5 Officers)	$5,958.30	$5,958.30
Subtotal	**$13,022.06**	**$13,022.06**
Equipment		
2025 Ford Explorer Interceptor Pursuit Vehicle	$59,365.00	$59,365.00
2025 Ford Explorer Interceptor Pursuit Vehicle	$59,365.00	$59,365.00
Ford Explorer Interceptor Equipment & Installation	$35,069.00	$35,069.00
Ford Explorer Interceptor Equipment & Installation	$35,069.00	$35,069.00
Subtotal	**$188,868.00**	**$188,868.00**
Total Proposed Cost	**$248,955.98**	**$248,955.98**

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	$248,955.98	$248,955.98
Subtotal	**$248,955.98**	**$248,955.98**
Total Proposed Revenue	**$248,955.98**	**$248,955.98**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of CTFGP grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period. Please note, full salary positions are not allowed. Itemize separate Budget line items by Project activity (ex: one Budget line item for DUI Saturation Patrol; one Budget line item for DUI Checkpoint). Combine wages and benefits in the same Budget line item for each Project activity. For EACH Budget line item, the narrative shall include the below: * Number of times Project activity will occur * Classification(s) working Project activity * Rate of pay for each classification working Project activity (notate regular or overtime pay) * Number of hours for each classification working Project activity EXAMPLE 16 DUI Saturation Patrols = $9,600 2 Officers per patrol / Officer = OT $60 per hour 5 hours per patrol / 80 hours per Officer / 160 hours Note: If engaging in CTFGP grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the applicant does not have primary traffic jurisdiction, the applicant should consult with the agency having primary traffic jurisdiction.

DUI Saturation Patrols - 8 Events

8 DUI Saturation Patrols with 2 Officers for 6-Hour Operational Shifts

SFST Training 24-Hours (5 Officers)

5-SFST Training Events = $16,045.20 5 Officers / 24 Hours Per Officer / 120 Hours = OT Rate $133.71 Per Hr. / 120 Hours = $16,045.20

DRE Training 72-Hours (1 Officer)

1 DRE Training Event = $9627.12 1 Officer / 72 Hours Per Officer = OT Rate $133.71 Per Hour / 72 Hours = 9627.12

ARIDE Training 16-Hours (4 Officers)

Officer OT $133.71 Per Hour / 16 Hours Per Officer / 4 Officers / 64 Hours Total = $8,557.44

Travel

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. Trainings must be pre-approved by CGU prior to travel. To be eligible for reimbursement, travel must occur within the Project Performance Period. Travel expenses for all Grant Applicants shall follow the policy established by the State of California for its employees regarding travel reimbursement and shall not exceed the rates paid to exempted, excluded, and represented State of California employees. For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website: https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Itemize separate Budget line items for each trip. For EACH trip (if applicable), the narrative shall include the below: * Trip name/location * Classification of individual(s) traveling * Project-related transportation costs (ex: mileage) * Per diem (meals) * Lodging EXAMPLE SFST Training = $616 Sacramento, CA 2 Officers Mileage = $30 each way / 2 ways = $60 Per diem = $59 per day / 5 days = $236 Lodging = $145 per night + taxes / 1 night = $320

SFST Training Travel Expenses (5 Officers)

*SFST 24-Hour Training *Sacramento *5 Officers *Mileage = $67.50 per way / 2 ways = $135 *Per-diem = $102.22 per day / 3 days = $306.66 *Lodging SFST Sacramento = $250 per night + Taxes / 3 nights = $750

DRE Training Travel Expenses (1 Officer)

*DRE Training *Sacramento, CA, *1 Officer, *Mileage = $268 per way / 2 ways = $536, *Per Diem = $102.22 per day / 9 days = $920, *Lodging DRE Sacramento = $250 per nt. + Taxes / 9 nts. = $2250

ARIDE Training Travel Expenses (4-Officers)

*ARIDE Training *Sacramento, CA *4 Officers *Mileage = $67.50 per way / 2 ways = $135 *Per Diem = $102.22 per day / 2 days = $204.44 *Lodging ARIDE Sacramento = $250 per nt. + Taxes / 2 nts. = $500

Equipment

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least $5,000 (ex: four identical assets, which cost $1,250 each, for a total of $5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete CTFGP grant-funded activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, the Project shall contain a correlating CTFGP grant-funded Project activity (ex: Message Board for DUI Checkpoints). To be eligible for reimbursement, equipment must be purchased and received within the Project Performance Period. Itemize separate Budget line items for each Equipment item. For EACH Budget line item, the narrative shall include the below: * Description of equipment item * Quantity * Unit cost and total cost EXAMPLE DUI/DUID Trailer=$10,000 Note: If requesting a vehicle, the requestor shall only request to outfit the vehicle with the standard equipment similar to the rest of the vehicle fleet.

2025 Ford Explorer Interceptor Pursuit Vehicle

Ford Police Interceptor Utility, AWD, 3.3L Ti-VCT V6 FFT gas engine, 10-Speed Auto Transmission, Police Wire Harness Package, Driver/Pass Spot Lights

2025 Ford Explorer Interceptor Pursuit Vehicle

Ford Police Interceptor Utility, AWD, 3.3L Ti-VCT V6 FFT gas engine, 10-Speed Auto Transmission, Police Wire Harness Package, Driver/Pass Spot Lights

Ford Explorer Interceptor Equipment & Installation

1 Ford Explorer Police Vehicle - 1 Complete Patrol Vehicle Build Out with Standard Emergency Vehicle Equipment Included

Ford Explorer Interceptor Equipment & Installation

1 Ford Explorer Police Vehicle - 1 Complete Patrol Vehicle Build Out with Standard Emergency Vehicle Equipment Included



CANNABIS TAX FUND GRANT PROGRAM
REQUEST FOR APPLICATION (RFA)

Grant Opportunity
Law Enforcement

Eligible Grant Applicants
Small and Mid-Size Law Enforcement Organizations/Agencies
Small-Size: 100 Employees or Less
Mid-Size: 500 Employees or Less

Project Performance Period
July 1, 2025, through June 30, 2026

This Request for Application (RFA) provides specific Grant Opportunity information for the Cannabis Tax Fund Grant Program (CTFGP) 2025-2026 Grant Cycle, including important deadlines and details. To ensure all eligibility requirements are met for successful participation in the CTFGP, please review the **California Code of Regulations (Title 13, Division 2, Chapter 13) and other CTFGP information posted on the California Highway Patrol's (CHP) website:** https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program.

Important Dates

Activity	Date
Grant Workshop	January 7, 2025
Grant Application Submission Period	January 8, 2025 – February 23, 2025
Grant Application Submission Deadline	February 23, 2025, 5:00pm Pacific Time
Grant Application Review	February – May 2025
Award Announcements	May – June 2025
Start of Project Performance Period	July 1, 2025
Project Performance Period	July 1, 2025 – June 30, 2026

Funding Requirements

A Grant Applicant may only submit one Grant Application, per Grant Opportunity, and shall only request the amount of grant funds necessary to complete the Project within the Project Performance Period and within the local community served by the applying agency. Activities outside the jurisdiction but within the surrounding area(s) of the applying agency may be considered on a case-by-case basis with Cannabis Grants Unit (CGU) approval.

Grant funds shall be used to implement new activities or augment existing funds, which expand current activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that are appropriated or earmarked for the same purpose and are routine and/or existing state and local expenditures. Supplanting is the deliberate reduction in the amount of federal, state, or local funding appropriated to an existing program or activity because grant funds are awarded for the same purpose. It is the responsibility of the Grant Applicant to ensure supplanting does not occur.

Match Requirements

This Grant Opportunity does not require matching funds.

Project Costs

Estimated Project costs shall support CTFGP grant-funded Project activities that help address impaired driving and are directly related to the scope of work identified in the Grant Application. To be permissible, Project costs must be reasonable, necessary, and expended according to the CTFGP policies, procedures, and regulations.

Projects are required to have a realistic and prudent budget that avoids unnecessary expenditures unrelated to the Project activities. Final determination of eligibility and award shall be made by the CGU and approved within the Grant Agreement.

Please refer to Annex A for ineligible expenses.

Project Performance Period

One Year – July 1, 2025, through June 30, 2026

Eligible Grant Applicants

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less
Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code.

Project Funding

Available Project funding is approximately $13 million, with a $500,000 cap, per Grant Application. The Grant Applicant must provide strong justification, measurable goals, and an immediate need for all requested budget items, as part of the Project.

Project Requirements

Requested services, equipment, and supplies shall be in direct support of grant-funded Project activities. Law Enforcement Projects shall include at least one Project activity and focus on one or more of the following areas:

- Increase driving under the influence (DUI)/driving under the influence of drugs (DUID) enforcement efforts (ex: DUI Saturation Patrols, DUI Checkpoints)
- Drug Evaluation and Classification (DEC) Program courses (ex: SFST Training, ARIDE Training, DRE Training), and other trainings to help increase the knowledge of law enforcement personnel in detecting and removing impaired drivers from the roadway
- General prevention education and community outreach designed to educate the public about the dangers of impaired driving (ex: presentations to high school and/or college students, with a direct focus on Drive High = DUI, or another campaign message against impaired driving)

If engaging in CTFGP grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the applicant does not have primary traffic jurisdiction, the applicant should consult with the agency having primary traffic jurisdiction.

If the Project includes limited, education-based activities, in conjunction with other enforcement-related activities/efforts, then Law Enforcement Organizations/Agencies should apply for this Law Enforcement Grant Opportunity.

If the Project, in its entirety, solely focuses on an innovative, education-based program for local communities, then Law Enforcement Organizations/Agencies should apply for the Education Grant Opportunity.

Eligible Project Cost Categories

Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours shall be awarded based on the number of CTFGP grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Hours worked on Project activities above and beyond normal work duties, including DUI Saturation Patrols and DUI Checkpoints
- Attend or instruct approved trainings related to impaired driving
- Backfill for staff attending trainings

Travel

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. To be eligible for reimbursement, travel must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Mileage (based on current State rate) or fuel expenses (rental vehicles only)
- Hotel accommodations
- Commercial airline fares
- Parking fees
- Bridge tolls and/or taxi or bus fares

For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website: https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

Equipment

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least $5,000 (ex: four identical assets, which cost $1,250 each, for a total of $5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete grant-funded activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, the Project shall contain a correlating CTFGP grant-funded Project activity (ex: Message Board for DUI Checkpoints). To be eligible for reimbursement, equipment must be purchased and

received within the Project Performance Period. If requesting a vehicle, the requestor shall only request to outfit the vehicle with the standard equipment similar to the rest of the vehicle fleet.

Consultants/Contracts

Costs may include professional services necessary to carry out Project activities, including goals and deliverables, that are clearly outlined in the Grant Application. A copy of the Contract and/or Scope of Work must be submitted to and approved by the CGU prior to commencement of work. To be eligible for reimbursement, Consultants/Contracts services must occur within the Project Performance Period.

Other Direct Costs

Costs may include operational costs. Other Direct Costs shall be directly related and necessary to complete CTFGP grant-funded activities included in the Project. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. To be eligible for reimbursement, Other Direct Costs must be purchased and received within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Equipment with a single unit acquisition cost under $5,000 (ex: Preliminary Alcohol Screening [PAS] devices)
- Registration fees for approved conferences
- Educational/outreach materials (ex: brochures, pamphlets)
- Social media costs

Additional Information

References

- Revenue and Taxation Code Section 34019
- California Code of Regulations, Title 13, Division 2, Chapter 13

For additional questions, please contact the Cannabis Grants Unit at (916) 843-4360 or via email at CGUGrants@chp.ca.gov.

ANNEX A

Ineligible Expenses for Law Enforcement Grant Opportunity

Items

Building/Facility Construction
Chemical/Forensic Investigation Equipment (Pendar, BERLA, Gemini Chemical Identification Analyzer)
Entertainment
Equipment Giveaways
Equipment-Only Projects (Must Have Correlating CTFGP Grant-Funded Project Activity)
Expenditures Outside the Project Period
Facility Rental
Food During Enforcement Efforts (ex: Pizza at DUI Checkpoint)
Frozen Positions
Full Salary Positions
Gifts
Highway Construction, Maintenance, Design
Land
Law Enforcement Items (Spike Strips, Lidar/Radar, License Plate Reader, Flock Cameras, e-site Printers, Station-Related Software)
Liability Insurance
Lobbying Costs
Magnetic Decals (CTFGP Funded Vehicles)
Mileage and Toll Costs (When Using Agency Vehicles for Travel)
Office Furniture and Fixtures
Overhead Costs (ex: Microsoft Office Software, Cellular Plans, Vehicle Insurance & Maintenance)
Personnel Time for Conference, Seminar, or Workshop Attendance
Professional Fees (ex: Membership Dues)
Supplanting
SWAT/Armored Vehicles
Traffic Investigation Equipment (ex: 3D Scanners)
Unapproved Trainings, Equipment, and or Other Direct Costs
Uniforms
Utilities
Weapons
Vehicle Operations Training

The items listed above are provided as examples and do not constitute all ineligible costs

Department of California Highway Patrol Cannabis Tax Fund Grant Program

Quick-Reference Guide

07.01.25

CANNABIS GRANTS UNIT

Table of Contents

IMPORTANT DATES 3
QUARTERLY REPORTING 4
Performance Plan & Achievements 4
REIMBURSEMENT REQUESTS 5
Expenses and Budget Categories 5
Personnel 5
Travel 7
Equipment 9
Consultants/Contracts 10
Other Direct Costs 11
EDUCATION AND OUTREACH 11
Education Events and Presentations 11
Outreach Materials and Advertising 12
MODIFICATIONS 12
Budget Modification Request 12
Project Contact Change Request 13
PROJECT PERFORMANCE REVIEW 13
Monitoring/Site Visits 13
CLOSEOUT 14
Achievements and Expenses 14
AUDITING 14
Requirements & Principles 14

This Quick-Reference Guide was developed to provide the California Highway Patrol's (CHP), Cannabis Grants Unit (CGU), Cannabis Tax Fund Grant Program (CTFGP) Grantees, with grant program guidance. It is not intended to replace the Terms & Conditions in your Grant Agreement, or any rules established in the program regulations. All items contained in this Quick-Reference Guide are subject to change.

Please be sure to read California Code of Regulations (CCR) (Title 13, Division 2, Chapter 13) posted on the CHP's website to ensure successful participation in the program.

IMPORTANT DATES

ONE YEAR PROJECTS

FY25-26 Quarterly Reporting and Reimbursement Request Due Dates

Quarter	Reporting Period	Due Date
Q1	July 1 – September 30	October 14, 2025
Q2	October 1 – December 31	January 14, 2026
Q3	January 1 – March 31	April 14, 2026
Q4/Closeout	April 1 – June 30	August 31, 2026

TWO YEAR PROJECTS

FY25-27 Quarterly Reporting and Reimbursement Request Due Dates

Quarter	Reporting Period	Due Date
Y1 Q1	July 1 – September 30	October 14, 2025
Y1 Q2	October 1 – December 31	January 14, 2026
Y1 Q3	January 1 – March 31	April 14, 2026
Y1 Q4	April 1 – June 30	July 14, 2026
Y2 Q1	July 1 – September 30	October 14, 2026
Y2 Q2	October 1 – December 31	January 14, 2027
Y2 Q3	January 1 – March 31	April 14, 2027
Y2 Q4/Closeout	April 1 – June 30	August 31, 2027

QUARTERLY REPORTING
Performance Plan & Achievements

Grantees are required to report quarterly on achieved Project goals and activities (referred to as Achievements within the Performance Plan in the Grant Management System) that occurred during the Reporting Period. If you are not submitting Achievements and/or Expenses during any Reporting Period, a Project Status is still required (ex: Q1 – Project Status). The Project Status provides an opportunity to tell a story about the Project as a whole, including success stories, obstacles faced, and future plans (do not repeat stats from other Achievements). Please only report on grant-funded Project activities in your current Project.

Grantees will utilize the Grant Management System (GMS = AmpliFund) to submit all quarterly Achievements by the due dates listed in this guide under "Importance Dates". Please contact your Grant Administrator if a deadline cannot be met. **CGU reserves the right to request additional information, as needed**. CGU may request the following information:

Individual Project Activity Updates
- Progress
- Completed tasks
- Additional details

Required Project Status Updates

Q1-Q3 – Project Status
- Success stories
- Obstacles faced
- Future plans

Q4 – Project Status/Closeout
- Summary of completed Project
- Success Stories
- Obstacles faced
- Project goals/activities not accomplished
- Justification for unspent grant funds

Training
- Course name
- Location
- Date(s)
- Organization/Agency or entity providing training
- Roster/Certification of Completion(s), if applicable
- Clarification/justification of hours

DUI Saturation Patrol (SP)/Checkpoint (C)
- Number of patrols (SP)
- Number of cars through (C)
- Number of stops (SP)
- Number of SFST (SP/C)
- Number of DUI/DUID Arrests (SP/C)
- Number of citations/warnings (SP)
- Number of cars screened (C)

Education and Outreach
- Event/Presentation name
- Location (in-person or virtual)
- Event/Presentation dates (must be within Project Performance Period)
- Agenda/Topics covered
- Attendance list/number of attendees
- Photos of event, presentation, and/or outreach materials

Crime Lab/Coroner's Testing
- Statistical information
- Advances in Testing
- Progress in reducing turnaround time
- Number of impaired driving deaths
- Drug Trends

REIMBURSEMENT REQUESTS
Expenses and Budget Categories

Reimbursement Requests shall not be submitted until a Grant Agreement is fully executed. A Grant Agreement is deemed fully executed when an electronically signed Grant Agreement, approved Board Resolution, and completed FI$Cal Form are on file with CGU. Once Executed, a Grant Administrator will be assigned to your Organization/Agency.

Payments are issued on a reimbursement-basis only, and payment advances are not allowed. Grantees shall submit Reimbursement Requests on a quarterly basis for approved achievements and expenses relating to the Project goals and activities that occurred during the Reporting Period through the GMS. Budget Categories for requesting reimbursement may include Personnel, Travel, Equipment, Consultants/Contracts, and/or Other Direct Costs.

In the GMS, Grantees will create one Expense line item per Project activity. Do not split one Project activity across multiple Expense line items. Reimbursement Requests must be submitted by an authorized contact of the Organization/Agency. It is the responsibility of the authorized contact to verify:

- All Reimbursement Requests are eligible.
- Amounts do not exceed the budget line-item totals.
- Expense line-items are posted to the correct Budget Category and Budget line-item.
- Supporting documentation is attached and uploaded to **each** Expense line item.

Please allow enough time for the Grant Administrator to review the submitted information to ensure a Reimbursement Request is submitted by the due date. **CGU reserves the right to request additional information, as needed.**

Note: Reimbursement Requests, consisting of Expense line-items (Budget), Achievements (Performance Plans) and supporting documentation are due within 14 calendar days of the due dates, with the exception of the fourth quarter, which is due within 60 calendar days of the due date. All due dates can be found under “Important Dates”. Please contact your Grant Administrator if a deadline cannot be met.

CGU reserves the right to withhold approving and/or processing Reimbursement Requests if the Grantee is, at any time, not adhering to the statutes or regulations governing the grant program, and if the Grantee has any outstanding supporting documentation, Achievements, or Project closeouts.

Personnel

Personnel costs include direct compensation for budgeted staff time and benefits for grant-funded activities. **Services must be rendered within the Project Performance Period to receive reimbursement.**

Budgeted Staff Time

Budgeted staff time costs may include staff time worked beyond the normal established work

schedule for all employees. Overtime is reimbursable at a higher than normal rate of pay, in accordance with the Grantee's established overtime policy.

Personnel/administrative costs shall be consistent with prevailing wages for contractual services or the organizational salary scale for staff.

Backfill

Backfill costs may include an overtime rate for budgeted staff time for a qualified person to replace an employee attending a training course (ex: Drug Recognition Evaluator (DRE) Training). Training course must be specified in the Grant Agreement and approved by CGU prior to staff attending the course(s). Backfill is not to be used to pay the personnel costs for an officer attending a training/conference. It is to be used to pay the overtime necessary for another officer to replace a shift the attending officer was scheduled to work during the time of the training/conference.

Benefits

Benefit costs may include employer contributions or expenses for basic health care, vacation, sick leave, retirement, social security, and/ or other similar expenses. Personnel benefit costs must be calculated in proportion to the actual time worked on the Project activity.

Supporting Documentation

Personnel supporting documentation must be an official document (ex: electronic payroll report). Personnel timesheets are not required as supporting documentation; however, they must be kept on file at your Organization/Agency and readily available for auditing purposes, in addition to the electronic payroll report. Submitted personnel timesheets, activity logs, etc. must include all signatures.

For each Project activity, please ensure the following information is provided:

- Project activity name
- Project activity date
- Employee name and classification
- Number of hours worked on Project activity
- Rate of pay (notate whether regular or overtime pay)
- Salary total (rate x hours)
- Benefits percentage
- Total for salary and benefits combined

If the official document does not include all information above, please submit a supporting spreadsheet. Example below.

Project Activity	Project Activity Date	Name and Classificaiton	Hours	OT Rate	Salary Total	Benefit %	Total Personnel Cost
DUI Saturation Patrol	08/01/23	Officer Bob Smith	5.00	$79.97	$399.85	10%	$439.84
DUI Saturation Patrol	08/01/23	Sergeant Jessica Williams	5.00	$80.00	$400.00	10%	$440.00
DUI Saturation Patrol	08/25/23	Officer John Miller	4.50	$79.97	$359.87	10%	$395.85
DUI Saturation Patrol	08/25/23	Officer Joe Adams	4.50	$82.50	$371.25	10%	$408.38
DUI Saturation Patrol	08/25/23	Officer Bob Smith	4.50	$85.46	$384.57	10%	$423.03
DUI Saturation Patrol	09/02/23	Officer Joe Adams	6.00	$80.00	$480.00	10%	$528.00
DUI Saturation Patrol	09/02/23	Sergeant Jessica Williams	6.00	$79.97	$479.82	10%	$527.80
DUI Saturation Patrol	09/02/23	Officer Bob Smith	6.00	$79.97	$479.82	10%	$527.80
DUI Saturation Patrol	09/02/23	Officer John Miller	6.00	$82.50	$495.00	10%	$544.50
						TOTAL	**$4,235.19**
SFST Training	10/23/23 - 10/25/23	Officer Bob Smith	16.00	$79.97	$1,279.52	10%	$1,407.47
SFST Training	10/23/23 - 10/25/23	Officer Joe Adams	16.00	$85.46	$1,367.36	10%	$1,504.10
SFST Training	11/06/23 - 11/08/23	Officer John Miller	16.00	$80.00	$1,280.00	10%	$1,408.00
SFST Training	11/06/23 - 11/08/23	Sergeant Jessica Williams	16.00	$82.50	$1,320.00	10%	$1,452.00
						TOTAL	**$5,771.57**

Travel

Travel costs may include in-state and out-of-state Project-related conferences, seminars, workshops, and trainings approved by CGU. The most economical mode of travel, in terms of direct expenses to the Project, must be used.

NOTE: If the name and type of conference/training is not included in the Grant Agreement, **CGU approval for the conference/training must be obtained prior to travel**. To request CGU approval please provide the following information via e-mail to your Grant Administrator:

- Travel date(s)
- Location of the conference/training
- Employee Name and Classification
- Name of existing budget line item that will cover these travel costs.

Travel must occur within the Project Performance Period to receive reimbursement.

Out-of-State

Grantees shall use the out-of-state lodging reimbursement rates established by their Organization/Agency; however, meals and incidentals will be reimbursed at the State travel rates.

In-State

Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee. For additional information, visit the California Department of Human Resources (CalHR) website: Travel Reimbursements - CalHR.

Travel Expense Examples

- Lodging to attend conferences/trainings (must have CGU approval prior to attending)
- Mileage (based on current State rate) or fuel expenses
- Per Diem for approved meals (based on current State rate)
- Rental car fees
- Commercial airline fares
- Parking fees
- Bridge tolls
- Taxi or bus fares

Meals cannot be claimed if they are provided by the hotel, training, conference, etc. Snacks and continental breakfasts, such as rolls, juice, and coffee, are not considered meals. Refer to CalHR for the travel timeframes for when meals can be claimed.

NOTE: Please complete one Travel Claim Form per trip, per employee, and submit with the required supporting documentation through the GMS. For each trip, per employee, submit travel expense in their entirety; do not split across multiple Reporting Periods or Expense line items in the GMS. The Start Date is the first day of paid travel and the End Date is the last day of paid travel. Your Grant Administrator will provide an electronic copy of the form.

Supporting Documentation

Travel supporting documentation may include a paid receipt, paid invoice, or paid online confirmation (ex: airline, rental car) that **must show a paid in full/zero balance. Proof of payment, stay, or travel may be requested.**

In addition to a Travel Claim Form, please ensure the following information is provided:

- Trip name
- Traveler name
- Location
- Travel dates (must be within Project Performance Period / when paid travel begins & ends)
- Purpose of trip
- Start and end time of travel (when paid travel begins & ends)
- Total expense for reimbursement, and
- Zero balance, proof of payment, stay, or proof of travel.

Lodging

Please include an itemized receipt that is pre-printed (folio) with the attendee's name, hotel name, address, charges, and a paid in full/zero balance.

Mileage or Ridesharing

Please include a mapped route with start/finish address and locations, and a paid in full/zero balance or proof of payment. For ridesharing companies such as Lyft, the receipt must also contain the attendee's name.

Per Diem

Individual receipts for meals are not required but must be kept on file at your Organization/Agency must be on file and readily available for auditing purposes. Refer to CalHR for the travel timeframes for when meals can be claimed.

Excess Lodging Request

If attending an **in-state,** CGU-approved conference, and the conference blocked room rate exceeds the State travel rate, Grantees may submit an Excess Lodging Request **prior to booking travel**.

Please copy and paste the below bullets in an e-mail (Subject line = Excess Lodging Request) to your Grant Administrator and provide an answer for **each** bullet:

- Conference name
- Location
- Conference dates (must be within Project Performance Period)
- Conference blocked room rate
- Difference between conference blocked room rate and state travel room rate
- Detailed justification for Excess Lodging Request

Excess Lodging Requests will only be allowed under special circumstances with CGU approval. Excess Lodging Requests are effective once approved by CGU. If prior CGU approval is not received, Reimbursement Requests containing an excess lodging room rate will not be approved and travel costs will be reimbursed at the State travel rate.

Equipment

Equipment costs include grant -funded purchases of non-expendable, tangible, personal property having a normal useful life of more than one year and an acquisition cost of at least $5,000 or more per asset (ex: four identical assets which cost $1,250 each, for a $5,000 total, would not be considered an equipment purchase).

Equipment not specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. Equipment must be purchased and received within the Project Performance Period to receive reimbursement.

Supporting Documentation

Equipment supporting documentation may include a paid receipt or paid invoice but **must show a paid in full/zero balance or proof of payment.** Please ensure the following information is provided:

- Vendor name
- Purchase date (must be within Project Performance Period)
- Invoice number
- Item(s) purchased
- Total expense for reimbursement
- Zero balance or proof of payment
- VIN/Serial numbers (included on invoice or in photo), and
- Photo(s) of equipment item

Paid accrued taxes must be submitted with a copy of a paid receipt or paid invoice containing a paid in full/zero balance or proof of payment for the correlating equipment purchase. Please include the tax percentage and proof of payment for the accrued taxes. **Please submit both paid accrued taxes and equipment expenses in their entirety; do not split across multiple Reporting Periods or Expense line items in the GMS.**

Messaging

Equipment, such as vehicles (ex: car, motorcycle), DUI Trailers, etc., must be marked, indicating that they are primarily used for Driving Under the Influence (DUI) Enforcement and display a message supporting DUI Enforcement. Magnetically affixed decals and messaging will not be accepted.

Messaging types may include:

- Decal (ex: window, door)
- Wrap (ex: entire DUI Trailer)

Messaging examples may include:

- DUI Enforcement
- DUI/DUID Education and Outreach
- “Always Designate a Sober Driver” or other DUI message

Messaging and Grantee logos must be submitted to and approved by CGU prior to purchase/display.

NOTE: By submitting equipment supporting documentation, the Grantee certifies that equipment was added to the inventory log at the Organization/Agency and can verify the location. Any equipment purchased with grant funds may be subject to review during site visits/audits and is property of the purchasing Organization/Agency.

Equipment Management Requirements

California Code of Regulations Section 1890.19

The following requirements apply to all equipment purchased with grant funds:

- Equipment shall only be used for its intended purpose for the duration of its useful life.
- Grantees shall keep equipment purchased with grant funds maintained in safe working order and stored securely.
- To be eligible for reimbursement, Grantees must purchase and receive equipment prior to the close of the Project Performance Period.
- Lost or stolen equipment purchased with grant funds, within five years of the date of loss or theft, shall be reported immediately to CGU by the Grantee (if applicable, the Grantee shall send a copy of the police report to CGU).
- Prior to disposition of equipment purchased with grant funds, the Grantee shall notify CGU via e-mail and dispose of the equipment, in accordance with the Grantee's Organization/Agency policy.

Consultants/Contracts

Contracted services shall be utilized in direct support of Project activities. The Grantee shall be responsible for the Contractor's compliance with program regulations, the Grant Agreement, and Project requirements. Contracted services shall not affect the Grantee's overall responsibility for the management of the Project.

A copy of the Contract and/or Scope of Work must be submitted to and approved by CGU prior to commencement of work. Services must be rendered within the Project Performance Period to receive reimbursement.

While Nonprofits are categorized as Consultants/Contracts, the guidance for all Budget Categories still applies. See the applicable Budget Category in this guide for additional information.

Supporting Documentation

Consultants/Contracts supporting documentation should allow CGU to determine if invoiced expenses are permissible, reasonable, and necessary for the performance of the Project. Supporting documentation may include a paid receipt or paid invoice but must show a paid in full/zero balance or proof of payment. If applicable, please ensure the following information is provided:

- Time study, and
- Detailed activity report

Other Direct Costs

Other Direct Costs include Operational Costs. Supplies and materials may be purchased, provided the items are claimed at a cost no higher than the original purchase price paid by the Grantee.

Other Direct Costs not specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. Other Direct Costs must be purchased and received within the Project Performance Period to receive reimbursement.

Supporting Documentation

Other Direct Costs supporting documentation may include a paid receipt or paid invoice but must show a paid in full/zero balance or proof of payment. Please ensure the following information is provided:

- Vendor name
- Purchase date (must be within Project Performance Period)
- Invoice number (if applicable)
- Item(s) purchased
- Total expense for reimbursement, and
- Zero balance or proof of payment

Registration Fees

Please ensure the following information is provided:

- Conference/Training name
- Attendee name
- Location
- Conference date(s) (must be within Project Performance Period)
- Total expense for reimbursement
- Zero balance or proof of payment, and
- Proof of attendance (ex: copy of badge, agenda, handout)

EDUCATION AND OUTREACH

Education Events and Presentations

Education Events and Presentations may include community meetings, cannabis industry outreach, school outreach programs, high school/college presentations, and education programs. Prior to conducting presentations, please share the content/presentation with your Grant Administrator. **Education Events and Presentations must occur within the Project Performance Period to receive reimbursement.**

When reporting Education/Outreach Achievements, please provide:

- Photos
- Educational content
- Impact data (ex: number of attendees, list of public establishments), and
- Address/location if contact was made in person or virtual (include platforms).

Outreach Materials and Advertising

Outreach Materials and Advertising may include press releases, social media postings, brochures, flyers, PowerPoint presentations, billboards, print advertisements, and radio advertisements.

Outreach Materials and Advertising must be submitted to and approved by CGU prior to airing, publication, or distribution. Outreach Materials and Advertising should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. Outreach Materials and Advertising must be purchased, received, and aired/run/displayed within the Project Performance Period to receive reimbursement.

Messaging

All messaging and Grantee logos must be submitted to and approved by CGU prior to purchase/display.

Messaging verbiage must include both:

- The statement, “Funded by the CHP Cannabis Tax Fund Grant Program”, and
- Educational message against impaired driving

MODIFICATIONS

Budget Modification Request

Grantees seeking to reallocate grant funds to accomplish the intent of the original Grant Agreement and Project activities may submit a Budget Modification Request in Q1, Q2, or Q3. In Q4, Budget Modification Requests will only be allowed under special circumstances with CGU approval.

Please copy and paste the below bullets in an e-mail (Subject = Budget Modification Request) to your Grant Administrator and provide an answer for **each** bullet for **each** reallocation of grant funds:

- Requested item(s) and/or service(s)
- Explanation of reasons/circumstances that justify the modification.
- Description of how requested item(s) and/or service(s) will positively improve the Project
- Description of potential implications if the Budget Modification is not approved
- Budget line item name(s) you are transferring *from*

- Budget line item name(s) you are transferring *to*
- Amount(s) for reallocation

Budget Modification Requests will become effective once approved by CGU. If prior CGU approval is not received, Reimbursement Requests shall be denied. CGU and the Grantee shall retain copies of all Budget Modification Request documents.

Project Contact Change Request

Grantees requesting to update personnel contacts during the Project Performance Period must submit a Project Contact Change Request.

Please copy and paste the below bullets in an e-mail (Subject = Project Contact Change Request) to your Grant Administrator and provide an answer for **each** bullet for **each** change:

- Effective date
- Current Project contact name (first and last) & title
- Telephone number
- E-mail address
- Mailing address
- New Project contact name (first and last) & title
- Telephone number
- E-mail address
- Mailing address

PROJECT PERFORMANCE REVIEW

Monitoring/Site Visits

CGU may conduct a Project Performance Review to determine progress towards the completion of the Project. Project Performance Reviews may be accomplished by desk review, questionnaire, site visits, and/or other means of review. The Project Performance Review may be conducted before, during, or at the end of the Project Performance Period.

CLOSEOUT
Achievements and Expenses

Achievements

Grantees are required to report on achieved Project goals and activities (Achievements) that occurred during the Project Performance Period and provide a final Project Status/Closeout Achievement (ex: Q4 – Project Status/Closeout) by the due date listed in this guide under Important Dates. Please ensure the following information is provided:

- Detailed summary of completed Project
- Success stories
- Obstacles faced
- Project goals/activities not accomplished
- Justification for unspent grant funds

Expenses

In addition to Achievements, and if applicable, Grantees will submit a final Reimbursement Request with required supporting documentation **within sixty calendar days** after the completion of the Project, or the end date, as specified in the Grant Agreement or amended Grant Agreement, whichever comes first. Please ensure the following information is provided:

- Supporting documentation for Expenses
- Subcontracted work, notice of completion (if applicable), and
- Photos of completed Project goals and activities (if applicable)

Please allow enough time for the Grant Administrator to review the submitted information to ensure a Reimbursement Request is submitted by the due date. **CGU reserves the right to request additional information, as needed.**

AUDITING
Requirements & Principles

Record Retention

Grantees shall retain all documents, records, receipts, and financial accounts pertinent to the Project necessary to substantiate the purpose for which grant funds were spent, for **five years** from the expiration of the Grant Agreement.

Audit Requirements

Auditors may request, but are not limited to, the following documentation:

- Job/Source code
- Components of indirect/administrative costs reimbursed by the grant
- Reports of employees by position/title, including job descriptions and staff time/benefits reimbursed by the Grant
- Timesheets signed by the employee and supervisor for staff time reimbursed by the grant

- Invoices, canceled warrants for Contracts, materials, services, and supplies
- All Contracts and Service Agreements reimbursed by the Grant
- Vehicle records/mileage logs for transportation cost, including the Grantee's relevant policies, processes, and documentation pertaining to usage costs and mileage rates
- Vehicle Identification Numbers, equipment serial numbers, title, and photographs of equipment purchases reimbursed by the grant

Basic Principles

- Maintain complete records and keep on file at the Organization/Agency.
- Be prepared and have records readily available for an audit and/or site visit.
- Reimbursements cannot exceed actual costs expensed for a Project activity.
- Request reimbursement for Expenses only once.
- Respond to requests in a timely manner.

If you have any questions, please contact the CGU at (916) 843-4360.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 13, 2025

File No.: 060.17344.17369

Captain Clint Tada
Los Gatos-Monte Sereno Police Department
110 East Main Street
Los Gatos, CA 95030

Dear Captain Tada:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Los Gatos-Monte Sereno Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $248,955.98. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

M. W. HEADRICK, Chief
Enforcement and Planning Division

TOWN OF LOS GATOS CALIFORNIA

COUNCIL POLICY MANUAL

Small Town Service Community Stewardship Future Focus

TITLE: Town Vehicle and Equipment Acquisition and Replacement Policy	**POLICY NUMBER:** 4-05
EFFECTIVE DATE: 4/6/1994	**PAGES:** 3
ENABLING ACTIONS:	**REVISED DATES:** 5/26/1998; 10/15/2024
APPROVED: Mayor Rob Rennie	

PURPOSE

To set forth specific procedures for the acquisition and disposal of vehicle and motorized equipment used by the Town of Los Gatos.

SCOPE

This policy will apply to the acquisition and disposal of vehicles and equipment used by all Town Departments.

POLICY

When purchasing vehicles or motorized equipment or disposing of surplus vehicles and equipment, the following will apply:

A. REPLACEMENT CONSIDERATIONS

Replacement of vehicles and motorized equipment is based on an equipment replacement schedule that allows for replacement on a programmed cycle. The recommended basis is as follows:

Vehicle/Equipment Type	Replacement Cycle
Marked Police Vehicles	5 years and/or 85,000 miles
Unmarked Police	6 years and/or 85,000 miles
Motor cycles / UTV	6 years and/or 85,000 miles and/or 5000 hours
Passenger Vehicles	6 years and/or 85,000 miles
Trucks	12 years and/or 100,000 miles
Construction Equipment	12 years and/or 100,000 miles

EXHIBIT A

ATTACHMENT 6

The replacement cycle is a general guideline for when replacement should begin to be considered. Other factors used in the replacement evaluation process include:

1. Overall condition of vehicles and equipment
2. Repair records
3. Vehicle efficiency and safety
4. Lead time for vehicle procurement and fit-up
5. Service life related to extended use in other departments
6. Funding available for replacement

The Director of Parks and Public Works, or their designee, shall make the final determination and recommendation about the timing of the vehicle and equipment replacement based on the overall needs of the Town and availability of funding. Preference will be given to the least expensive and most fuel-efficient vehicle that meets the requirements of the proposed use.

B. COOPERATIVE PURCHASING PROGRAM:

When purchasing vehicles and equipment, the Town of Los Gatos will invite vendors (local and non-local) to submit bids. Where applicable, the Town will use the State of California Cooperative Purchasing Program.

C. PREFERENCE FOR HYBRID AND ZERO EMISSION VEHICLES

The Town of Los Gatos is committed and reducing greenhouse gas emissions. In selecting new vehicles, preference will be given to hybrid and zero emission vehicles whenever possible.

D. SPECIFICATIONS:

The Department of Parks and Public Works will develop specifications for vehicles and motorized equipment to be purchased by the Town of Los Gatos with input from the user Department where appropriate. Specifications will be prepared based on user needs, operating costs, fuel efficiency, reduction of air emissions, regulatory requirements governing municipal fleet operations, vehicle safety and performance, new technology, availability, and cost. When applicable, performance standards will be included in the specification writing process.

E. ADDITION OF EQUIPMENT AND VEHICLES

The addition of new items to the vehicle and equipment inventory shall require Town Council approval. Such approval considers both the capital cost and operation costs associated and vehicle maintenance. Vehicles and equipment funded through grants or

private donations are treated and serviced as part of the Town's fleet and are exempt from Town funding for replacement unless directed otherwise by Council approval.

F. VEHICLE AND EQUIPMENT DISPOSAL:

Disposal may take place by sending the item to a public auction house after removing all useful after-market accessories (e.g. mobile radios, emergency light bars). When possible, staff will try to offer specialized vehicles, such as Police patrol cars, to agencies that need such equipment but may not be able to purchase new equipment. Prior to the disposal of vehicle or equipment, the Parks and Public Works Department will determine if reassignment to another department or another use is warranted.

G. RESPONSIBILITY:

All applicable departments within the Town of Los Gatos who are assigned vehicles or motorized equipment may be involved in the procurement/disposal process.

1. Finance personnel and the Town Manager shall review the equipment replacement list annually to ensure that replacement costs for vehicles and equipment are current and in-line with long-term replacement needs.
2. Each Department is responsible for requesting vehicle or equipment replacement during the annual budget process.
3. The Parks and Public Works Department will prepare vehicle specifications for all Town Departments except the Police Department. Specifications for Police Patrol vehicles will be developed jointly by the Parks and Public Works Department and the Police Department.
4. The Parks and Public Works Department will review all Town specifications for vehicles and motorized equipment.
5. Disposal or reassignment of surplus vehicles and equipment will be coordinated by the Parks and Public Works Department.

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

DRAFT RESOLUTION 2025-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS TO ACCEPT THE 2025-26 CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM (CTFGP) AWARD FOR THE LOS GATOS-MONTE SERENO POLICE DEPARTMENT IN THE AMOUNT OF $248,955.98, AUTHORIZE THE EXECUTION OF THE ASSOCIATED GRANT AGREEMENT, AND DIRECT THE IMPLEMENTATION OF THE GRANT-FUNDED ACTIVITIES

WHEREAS, the State of California, through the California Highway Patrol (CHP), administers the Cannabis Tax Fund Grant Program (CTFGP) under the Control, Regulate, and Tax Adult Use of Marijuana Act (Proposition 64), providing grant funding to local law enforcement agencies for the prevention and enforcement of impaired driving laws and related training and equipment; and

WHEREAS, the Town of Los Gatos, through its Police Department, applied for CTFGP funding for Fiscal Year 2025-26 to support enhanced Driving Under the Influence (DUI) and Driving Under the Influence of Drugs (DUID) enforcement, officer training, and the acquisition of two marked patrol vehicles and related equipment; and

WHEREAS, on June 13, 2025, the Los Gatos-Monte Sereno Police Department was notified of conditional approval for CTFGP funding in the amount of $248,955.98; and

WHEREAS, the Town Manager, with the concurrence of the Mayor and pursuant to Town Council Resolution 2022-051, is authorized to accept grant agreements exceeding $100,000 during Council recess when necessary to avoid loss of funding or program delay; and

WHEREAS, the CTFGP Grant Agreement (Award No. 23354) requires documentation of governing body authorization for acceptance and execution of the grant agreement and implementation of all program requirements, including compliance with project scope, reporting, equipment management, and records retention requirements as set forth in Title 13, California Code of Regulations, Division 2, Chapter 13, Sections 1890.00-1890.27;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos as follows:

1. The submission of the CTFGP application for the grant program funding on behalf of the Town of Los Gatos is hereby ratified and approved.

2. The Town of Los Gatos hereby accepts an award of the CTFGP grant in the amount of $248,955.98 from the California Highway Patrol.

3. The Town hereby agrees to comply with each and all of the terms, conditions, and limitations of the CTFGP.

4. The Town Manager or designee is hereby authorized and directed, on behalf of the Town, to execute any documents related to acceptance of the CTFGP funding or implementation of the CTFGP, including, without limitation, agreements, amendments, extensions, and other documents.

5. The Town Manager, Police Chief, and all relevant staff are authorized and directed to:

    - Implement all grant-funded activities in accordance with the grant agreement, grant application, and program regulations;
    - Ensure grant funds are used exclusively for the eligible costs of DUI/DUID enforcement, officer training (SFST, ARIDE, DRE), and acquisition/outfitting of two new DUI patrol vehicles as detailed in the approved budget;
    - Maintain all required records, submit timely quarterly and closeout reports, and comply with all audit and inventory requirements, including retention of records for a minimum of five years following grant completion;
    - Use grant-funded vehicles and equipment primarily for DUI/DUID enforcement and education for a minimum of six years, and follow all grant requirements for disposition of equipment.

6. The Town of Los Gatos acknowledges receipt of $248,955.98 in state grant funds on a reimbursement basis, with no required local match, and assumes responsibility for all ongoing operating and maintenance costs for the grant-funded vehicles in accordance with Town policies and grant terms.

7. The Town Manager or designee is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the Town as are necessary and appropriate to carry out the purpose and intent of this Resolution.

8. CTFGP funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

9. The Town Council finds that acceptance and implementation of this grant is not a project subject to the California Environmental Quality Act (CEQA).

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 4th day of August 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 7

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with DIXON Resources Unlimited for Services Related to the Downtown Parking Program to Increase the Total Compensation to $485,297 and Extend the Term to June 30, 2028, and Make Associated Revenue and Expenditure Budget Transfers**

RECOMMENDATION: Staff Recommends that Town Council Authorize the Town Manager to:

a. Execute the First Amendment to the Agreement for Services (Attachment 1) with DIXON Resources Unlimited in relation to the Downtown Parking Program to increase the total compensation to $485,297 and extend the term to June 30, 2028; and
b. Authorize revenue and expenditure budget transfers in the amount of $19,618 from CIP Project 4118148 (Legacy Program 813-0242) Parking Implementation Program Project to Parks & Public Works operating program 5201.

FISCAL IMPACTS:

The total not-to-exceed amount for the amended agreement is $485,297, which includes the original contract amount of $168,955 for services from April 2024 through August 2025, future program management services through June 30, 2028, and two one-time tasks: a parking occupancy study and a transition and implementation plan. The cost of FY 2025-26 (September 2025 through June 2026) program management ($80,000), the occupancy study task ($22,208), and the implementation planning task ($13,410) totaling $115,618 will be funded through existing appropriations in the Parks and Public Works adopted FY 2025-26 Operating Budget Program 5201 ($96,000 account 1115201-63234) and the recommended budget transfer from CIP Project Parking Implementation Program Project CIP# 813-0242 ($19,618 project org

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

4118148). Funding for subsequent fiscal years of program management ($98,880 for FY 2026-27 and $101,844 for FY 2027-28) will be subject to future budget approvals. The agreement supports continued implementation of the Downtown Parking Roadmap and related Town Council priorities without requiring the addition of new Town staff positions.

STRATEGIC PRIORITIES:

Work associated with the proposed action supports the Core Goal of Quality Public Infrastructure and the Strategic Priority related to managing Downtown Parking.

BACKGROUND:

On March 19, 2019, the Town Council approved an agreement with DIXON Resources Unlimited (Dixon) for a Comprehensive Downtown Parking Study.

After receiving an update and providing input on the study on August 20, 2019, the Town Council received the final Parking Roadmap[1] on December 17, 2019. Implementation of the Roadmap has been ongoing since that time, and addressing concerns related to Downtown parking remains a Town Council priority.

On August 15, 2023, the Town Council received a report on Parking Program Implementation and acted on certain items. Those items included changes to the residential permit parking program charges, eliminating employee parking permit fees for the Olive Zone, and allocating up to $200,000 to fund a limited-term (one-year) Parking Coordinator position to continue implementing the Downtown Parking Program.

On March 5, 2024, the Town Council authorized the Town Manager to execute an agreement with Dixon in the amount of $168,955 to provide parking management services for the Town of Los Gatos for a period of 17 months in lieu of hiring the limited-term Parking Coordinator. Through that agreement, Dixon has provided support to the Town for a flat monthly fee, and Dixon staff have been serving as an extension of Town staff since April 2024.

On March 4, 2025, the Town Council received a report on the progress of the parking initiatives since March 2024 and authorized staff to continue using Dixon's services in-lieu of hiring a Parking Coordinator as a Town Employee, and took actions related to timed parking in the Downtown area.

Since the April 2024 inception of this current agreement with Dixon, the parking program has accomplished the following:

[1] https://www.losgatosca.gov/DocumentCenter/View/23807/Los-Gatos-Parking-Roadmap

1. Begun the transition of parking program management from the Los Gatos Monte Sereno Police Department to the Parks and Public Works Department (with enforcement remaining with the Police Department);
2. Transitioned primary support for parking permit processing to the existing provider, Turbo Data Systems, to enhance the permit application process for residential and employee parking permit holders and reduce the burden on staff;
3. Updated the Town's parking-related website to clarify and streamline the information being provided;
4. Converted the Downtown employee parking program to an annual permit program;
5. Extended Downtown employee parking permit restrictions to include Saturdays and coordinated the installation of redesigned employee parking signage in all Downtown Parking lots;
6. Supported the installation of the Downtown Wayfinding and Signage project;
7. Assessed parking regulations and related signage throughout Downtown and the Olive Zone and reconciled via Town Council Resolution;
8. Responded to numerous concerns and assessed the business parking impacts in the Olive Zone;
9. Prepared a comparable cities analysis of parking violations, fines, and related fees; and
10. Completed a review of the Town's Residential Parking Permit (RPP) program's policies to prepare for the development of updated policies and regulations to optimize program management and enhance services to the community.

DISCUSSION:

Staff recommend that the Dixon agreement for program management services be extended, and the addition of two one-time tasks that will be completed in fall 2025. These are described below. The one-time tasks include: 1) assessment of parking occupancy and inform policies; and 2) development of a transition plan to document how the work related to parking will be split between Parks and Public Works and the Los Gatos Monte Sereno Police Department.

Ongoing Annual Services
Through this agreement, Dixon serves as an extension of Parks and Public Works staff. Work under this task is charged as a lump sum monthly fee for which Dixon provides ongoing program management support services. These services include general support in answering community questions, coordinating with community members and staff as necessary, website updates, vendor coordination with TurboData and Tannery Creek, analyzing parking conditions throughout the Downtown and Olive Zone, evaluating and updating signage for consistency with current regulations and ordinance, and evaluating the residential and employee parking permit programs. The Dixon team leads bi-weekly coordination meetings with Town staff from PPW, Police, and Economic Vitality to discuss all aspects of parking and foster communication between Departments.

As part of the ongoing program management work, staff and Dixon have identified certain additional services that are important to advance the implementation of a comprehensive parking program for Downtown. These services are outside the scope of normal program management.

Parking Occupancy
Modern parking management policy development is rooted in up-to-date parking utilization information. Parking occupancy data collected in 2019 during the development of the Parking Roadmap was completed by manual counts. During and following the COVID-19 pandemic, driver and consumer habits changed considerably, which may have changed parking demand in the Downtown. This proposed task would allow for updated occupancy counts in a study area extending from Broadway in the south to past Blossom Hill Road in the north; and from approximately Tait Avenue to the west and Loma Alta Avenue in the east.

The proposed plan would leverage the Town's existing license plate recognition (LPR) equipment to gather parking utilization information over the course of 30 days. The LPR equipment used will be those currently in use for parking enforcement. The LPR equipment is currently attached to the parking enforcement vehicles and will continue to be used in this same manner throughout the course of the analysis period. Information gathered from the Town's LPR equipment will be combined with a targeted two-day collection effort using a secondary mobile LPR device, provided by Dixon. Both the Town and Dixon LPR equipment would gather parking occupancy, turnover, and length of stay information across the study area, which includes some of the most congested commercial and residential on and off-street parking areas near downtown Los Gatos.

Vehicle license plate information will be strictly anonymized to maintain privacy, and the information collected will be coupled with aerial imagery, collected by FAA-certified drone operators, to capture a detailed understanding of parking dynamics near downtown. Information collection under this item is strictly for modeling and management purposes and will not be used for any type of enforcement. All information collected using the Town's LPR equipment will be submitted from the LPR vendor directly to Dixon without passing through the Town of Los Gatos. Information collected by Dixon LPR equipment and drones will be held by Dixon, and the information will be anonymized by Dixon during the course of the modeling work.

The information collected will be modeled by Dixon to assess parking occupancy and length of stay. This information will then be used to determine parking policies and congestion management strategies, such as time-limited spaces and permit parking policies.

Transition Planning
Town staff have requested that Dixon prepare a parking program management transition and implementation plan. The process of transitioning the parking program management from PD

to PPW was started in 2024 and is ongoing. With a series of retirement-related staffing changes anticipated in PD within the next six to 12 months, it has become critical to complete the transition of program management to PPW, and staff have requested Dixon's support in this effort.

The transition plan would identify key roles and responsibilities and provide critical dates and milestones to finalize the necessary changes. The plan will provide guidance on multiple facets of the transition, planning for anticipated staff retirements and opportunities to expand and/or enhance contracted services to reduce administrative demands for Town staff. The plan will also include recommendations related to the procurement and implementation of parking technology that can better serve the parking needs of the Los Gatos community.

Building on the data collection work mentioned above, updated financial modeling and revenue estimates will be prepared to assist Town staff in exploring parking revenue sources and examining costs and benefits related to the recommended parking technologies and solutions.

Amended Contract Costs:

Existing agreement total costs:	$168,955
Recommended contract amendment costs:	
Annual Monthly Costs (Agreement Exhibit A)	
Year 1 (9/1/25 to 6/30/26, 10 months $8,000/mo)	$80,000
Year 2 (7/1/26 to 6/30/27, 12 months $8,240/mo*)	$98,880
Year 3 (7/1/27 to 6/30/28, 12 months $8,487/mo*)	$101,844
Data Collection (Agreement Exhibit B)	$22,208
Implementation Planning (Agreement Exhibit C)	$13,410
Amended NTE Total	**$485,297**

**Pricing includes a 3% annual increase each fiscal year and pending future budget authorizations.*

CONCLUSION:

The proposed amendment to the Dixon agreement will provide the resources needed to continue management of the Downtown Parking Program and develop the analyses and policies needed to improve the program.

COORDINATION:

This report was coordinated with the Los Gatos Monte Sereno Police Department, Dixon, the Town Attorney, and the Finance Director.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. First Amendment to Agreement for Services with Exhibits A, B, C, and D

AMENDMENT TO AGREEMENT

PREAMBLE

This First Amendment to Agreement for Consultant Services is dated for identification on this 5th Day of August 2025, and amends that certain Agreement for Consultant Services dated March 5, 2024, made by and between the Town of Los Gatos, ("Town,") and the DIXON Resources Unlimited (“Consultant”) identified as an S Corporation and whose address is 1519 E Chapman Ave #200 Fullerton, CA 92831.

I. RECITALS

A. Town and Consultant entered into Agreement for Consultant Services Agreement on March 4, 2024, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit D to this Amendment.

B. Town desires to amend the Agreement to Town desires to amend the Agreement to provide additional scope of services, extend the term and add to the compensation.

II. AMENDMENT

A. Section 2.1 Scope of Services is hereby amended to add the services described in the proposals submitted to the Town of Los Gatos incorporated by reference and as shown in Exhibits A, B and C, dated May 27, 2025, July 14, 2025 and July 14, 2025.

B. Section 2.2 Term and Time of Performance is hereby amended to read: This contract will remain in effect upon execution to June 30, 2028. Consultant shall perform the services described in this agreement as described in Exhibits a during that time. Services described in Exhibits B and C will be completed by March 31, 2026.

C. Section 2.6 Compensation is hereby replaced and shall read: Compensation for Consultant's professional services described in Exhibit A plus the original agreement amount, shall be paid on a lump sum basis and shall not exceed $449,679, inclusive of all costs and pending future budget appropriations. Compensation for Consultant's professional services described in Exhibit B and C shall not exceed $35,618 inclusive of all costs. Total compensation under this agreement therefore shall not exceed $485,297. Payment shall be based upon Town approval of each invoice.

D. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos by:

_____
Chris Constantin, Town Manager

DIXON Resources Unlimited by:

_____
Julianne Dixon, President

Recommended by:

_____
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

Attest:

_____
Wendy Wood, CMC, Town Clerk

Attachments:

A - Exhibit A to Attachment 1

B - Exhibit B to Attachment 1

C - Exhibit C to Attachment 1

D - Exhibit D to Attachment 1

Exhibits List

A - Exhibit A to Attachment 1

B - Exhibit B to Attachment 1

C - Exhibit C to Attachment 1

D - Exhibit D to Attachment 1

Exhibit A

Exhibit A to Attachment 1

Proposal – Ongoing Program Management Support Services

To: Nicolle Burnham, Town of Los Gatos
From: Dixon Resources Unlimited
Date: May 27, 2025
Subject: Proposal for Ongoing Program Management Support Services

Dixon Resources Unlimited (DIXON) is pleased to present this proposal to provide ongoing program management support services to the Town of Los Gatos (Town). Our team is proud to have partnered with the Town on a number of parking initiatives, and we are excited to continue our support. Most recently, we have been working with Town staff to advance the implementation of Downtown Parking Roadmap strategies and Town Council directives. This includes reviewing and enhancing permit parking programs, expanding off-street parking lot time limits to include Saturdays, and installing wayfinding signage downtown. The following scope of work details our proposal to provide ongoing program management support.

Task 1. Program Management Support

DIXON will continue to assist the Town with various parking initiatives as needed. Below is a summary of the services we can provide.

Task 1.1 Project Management & Meetings

Your dedicated DIXON project manager will lead the coordination and execution of all support activities. Throughout the engagement, DIXON and the Town will collaboratively identify key initiatives, define tasks, and establish clear objectives. We will conduct virtual bi-weekly meetings with the Town to track assignments and review progress.

Task 1. Deliverables

- Dedicated Project Manager.
- Virtual bi-weekly project management calls.
- Support the Town's parking program initiatives as outlined in this proposal.
- Monthly reports and bi-weekly meeting notes.
- Includes up to one (1) site visit per month.

Task 1.2 Support Initiatives

DIXON's support will focus on strategic initiatives that impact municipal parking management, including, but not limited to:

- Optimize the Town's Residential Parking Permit (RPP) program, including recommendations for code, policy, and permit fee adjustments, including low-income rates, temporary visitor passes, and potential discounts for households without off-street parking.
- Update the employee permit program, including recommended policies and permit fees to support cost recovery.

- Evaluate, assess, and recommend changes to parking conditions, signage, and wayfinding in the Town's parking areas, including Downtown, Olive, RPP zones, and areas near Los Gatos High School.
- Provide ongoing support for the transition of parking permit management from the Police Department to Parks and Public Works.
- Assist with the design and implementation of parking congestion management strategies and the development of internal tools to measure program performance and effectiveness, including recommendations for collecting parking utilization data.
- Support community engagement, public outreach, and education efforts, and attend Town Council meetings virtually, as needed.
- Support the implementation of paid parking in various locations, including Oak Meadow Park, Downtown, and the Olive Zone, as directed by Town Council, including evaluating and making recommendations related to parking fees, paid parking technology, and mobile payment solutions.
- Develop data-driven parking management recommendations related to current and future parking programs utilizing the results from targeted or ongoing data collection studies, if available.

Task 1.3 Onsite Support

Your DIXON project manager will be on-site once a month throughout the engagement. During site visits, we will engage with stakeholders and representatives to support ongoing initiatives. We will participate in Town Council presentations as required.

Task 1.4 Reporting

DIXON will deliver a monthly report outlining the specific activities completed and results achieved. Additionally, notes and action items from weekly meetings will be shared to ensure accountability.

Cost Proposal

This cost proposal is based on a program management model designed to provide the Town with the direct support needed each month. The proposal presented below is inclusive of all DIXON staff costs and any travel or incidental expenses required. Refer to the table below for pricing by fiscal year.

**Pricing includes a 3% annual increase each fiscal year*

Cost Estimate

Fiscal Year	Description	Cost
Sep '25 – Jun '26	Program Management Support Services	**$8,000** *per month*
Jul '26 – Jun '27	Program Management Support Services	**$8,240** *per month*
Jul '27 – Jun '28	Program Management Support Services	**$8,487** *per month*
	Total Year 1	**$80,000**
	Total Year 2	**$98,880**
	Total Year 3	**$101,844**

Exhibit B

Exhibit B to Attachment 1

Proposal – Parking Data Collection Services

To: Nicolle Burnham, Town of Los Gatos
From: Dixon Resources Unlimited
Date: July 14, 2025
Subject: Proposal for Parking Data Collection Services

Dixon Resources Unlimited (DIXON) is pleased to present this proposal to provide parking data collection services using our ***DIXON Data Suite® Rapid LPR Tool*** to the Town of Los Gatos (Town). We are currently working with the Town in developing a comprehensive data collection plan to support several of the Town's parking initiatives.

Accurate, reliable parking data is critical to modern parking programs, and our proven approach ensures high-quality, actionable results. DIXON's Data Team specializes in parking inventory and utilization analysis for municipalities nationwide. To maximize efficiency and cost-effectiveness, we use the DIXON Data Suite® Rapid LPR Tool, integrating mobile license plate recognition (LPR) and drone technology to deliver detailed occupancy and turnover insights.

Proposed Scope of Services

Task 1. Project Setup

As part of our ongoing work with the Town, DIXON has already completed several initial tasks for this project. We have confirmed the Study Area—covering approximately 300 block faces and 19 off-street facilities (see Figure 1)—completed a comprehensive parking inventory, developed data collection routes, and initiated coordination with the Town's LPR provider. Final configuration of the Rapid LPR Tool will occur once data collection begins, enabling the processing and visualization of data gathered under Task 2.



Figure 1. Project Study Area

Task 1. Deliverables

- Study Area confirmation (completed)
- Inventory collection and database provided in Excel and GIS formats (completed)
- Data collection route development (completed)
- Rapid LPR Tool setup and configuration

Task 2. Data Collection

Our team will collaborate with the Town to develop and implement a data collection plan that utilizes vehicle-mounted LPR equipment and drones to capture parking occupancy and turnover data in the Study Area.

Our approach is designed to ensure that comprehensive data is available for this project.

- **DIXON-led LPR Data Collection** – Our team will conduct on-site field data collection using LPR on one (1) weekday and one (1) weekend day, during morning, mid-day, afternoon, and evening times.
- **DIXON Drone Image Collection** – Our team will also perform on-site drone image collection. Drone imagery has proven to be a highly effective tool for illustrating parking conditions, providing a clear visual reference that reinforces the data findings. Our FAA Certified Drone Pilot will be on site to collect images on the same two days and times as the LPR data collection.

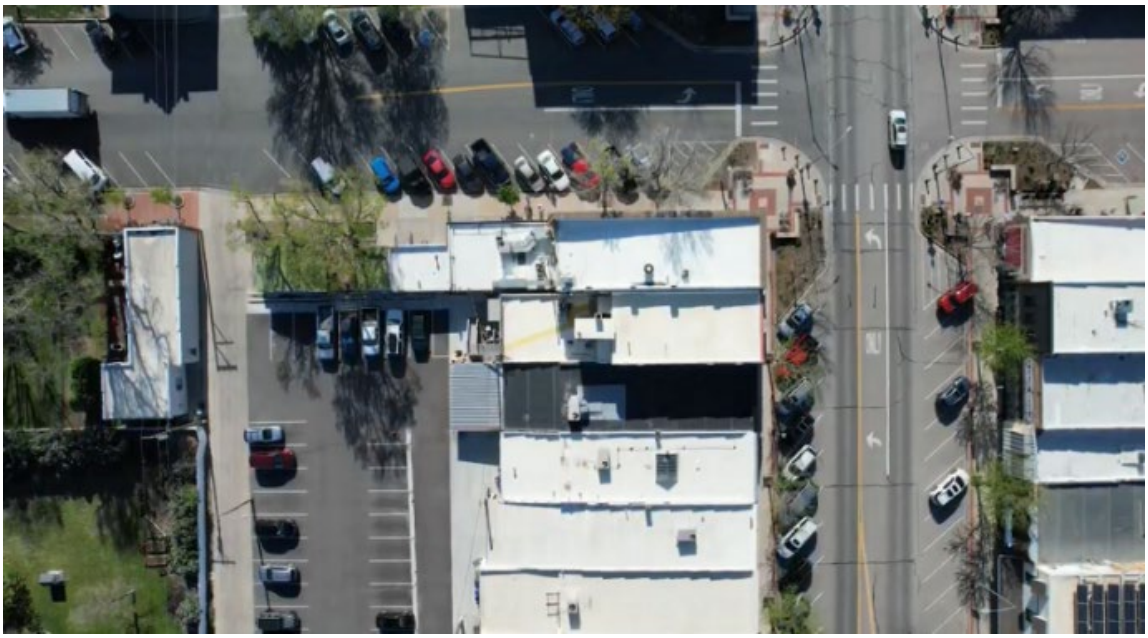


Figure 2. Drone Image of Windsor, Colorado

- **Town LPR Data Integration** – Where feasible, we will also integrate up to one (1) month of LPR data provided by the Town to enhance the final analysis.

Task 2. Deliverables

- Data collection plan
- DIXON-led LPR data collection
- DIXON drone image collection
- Town LPR data integration, up to one (1) month of LPR data provided by the Town

Task 3. Data Analysis and Web Dashboard

The mobile LPR data collected within the defined Study Area will be uploaded and visualized within our reporting and analytics platform, the *DIXON Data Suite®*, as shown in *Figure 3*. The Town will have access to an interactive web dashboard to view the results and analysis, including trends by location, time of day, and day of the week. Metrics such as parking occupancy, length of stay, and repeat parking patterns will be included.



Figure 3. Examples of the DIXON Data Suite®

Task 3. Deliverables

- The Town will retain access to the dashboard for an additional six (6) months following the end of the contract to review historical results
- DIXON will host a meeting with the Town at the conclusion of the project to review and interpret the results

Optional - Ongoing Rapid LPR Tool Services

If desired, DIXON can provide ongoing Rapid LPR Tool services to the Town. Our approach to data collection ensures high-quality, comprehensive, and year-round results by utilizing the Town's mobile LPR equipment and enforcement staff. By integrating data gathering into routine enforcement activities, DIXON can provide ongoing analysis at a fraction of the cost of periodic, short-term studies. This strategy delivers continuous insights that enhance the Town's ability to manage parking efficiently and effectively.

Deliverables

- Ongoing data processing and analysis of Town's mobile LPR data gathered through routine enforcement or targeted data collection efforts
- Web dashboard access
- Monthly data summaries and quarterly meetings to review results

Cost Proposal

This cost proposal follows a flat fee structure, with a total budget allocated by task. The prices listed below are all inclusive, covering the full scope of services required to achieve the Town's objectives, including all DIXON staff and travel costs associated with contract deliverables. DIXON utilizes milestone billing, invoicing upon completion of each task. Our approach is flexible and tailored to the Town's priorities, ensuring all deliverables are completed on time and within the agreed-upon budget.

Cost Estimate

Milestone/Task	Description	Estimated Cost
1	Project Setup (final configuration of Rapid LPR Tool)	**$3,010**
2	Data Collection	**$16,203**
3	Data Analysis and Web Dashboard	**$2,995**
	Total	**$22,208**

Optional Services

At the Town's request, DIXON is prepared to support additional ongoing Rapid LPR Tool services. Pricing for these optional services is described below:

Description	Estimated Cost
Ongoing Rapid LPR Tool Services	**$2,295 per month**

Exhibit C

Exhibit C to Attachment 1

Proposal – Parking Program Transition & Implementation Plan

To: Nicolle Burnham, Town of Los Gatos
From: Dixon Resources Unlimited
Date: July 14, 2025
Subject: Proposal for Parking Program Implementation Support

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal for parking program implementation support services for the Town of Los Gatos (Town). Our uniquely qualified firm specializes in supporting parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

Task 1. Project Management

DIXON's assigned Project Manager, Elliott Holt, will lead the coordination and execution of all support activities. Throughout the engagement, DIXON and the Town will collaboratively identify key initiatives, define tasks, and establish clear objectives. We will conduct monthly virtual meetings with Town staff to track progress, address any issues, and keep all parties aligned. Our team will provide meeting agendas and post-meeting notes, addressing the project schedule, budget status, and presenting the project's next steps to ensure timely completion of all project tasks.

Task 1. Deliverables

- Dedicated Project Manager
- Monthly virtual project management calls and meeting notes

Task 2. Draft Implementation Plan

Our team will develop a Parking Program Transition and Implementation Plan (Plan) detailing the interdepartmental transition of parking program oversight from the Los Gatos-Monte Sereno Police Department to the Parks and Public Works Department. The Plan will include the identification of key milestones and provide suggested phasing for the efficient transition of parking program services. DIXON will work with the Town to prepare a draft Plan that will include guidelines on the following topics:

Task 2. Deliverables

- Draft Implementation Plan

- Roles and responsibilities
- Data-driven policy development
- Enforcement optimization
- Vendor contract review and expansion
- Solicitation and specification development
- Procurement and implementation of parking technology and services

Task 3. Financial Modeling

Task 3. Deliverables

- Updated Financial Modeling Tool

DIXON will work with the Town to refresh the financial modeling and parking revenue estimates originally developed for the 2019 Parking Roadmap and the 2023 Roadmap Refresh. DIXON will leverage our Financial Modeling Tool and all existing workbooks to update the previously forecasted parking revenues and expenditures, taking into account all parking utilization information, as available.

The DIXON Financial Modeling Tool allows for the adjustment of many variables, including equipment costs, operating days/hours, permit types, occupancy rates, and compliance rates as applicable. Equipment costs can be forecast based on the types of technologies considered, as well as estimated installation costs, meter warranties, software fees, and credit card processing fees as applicable.

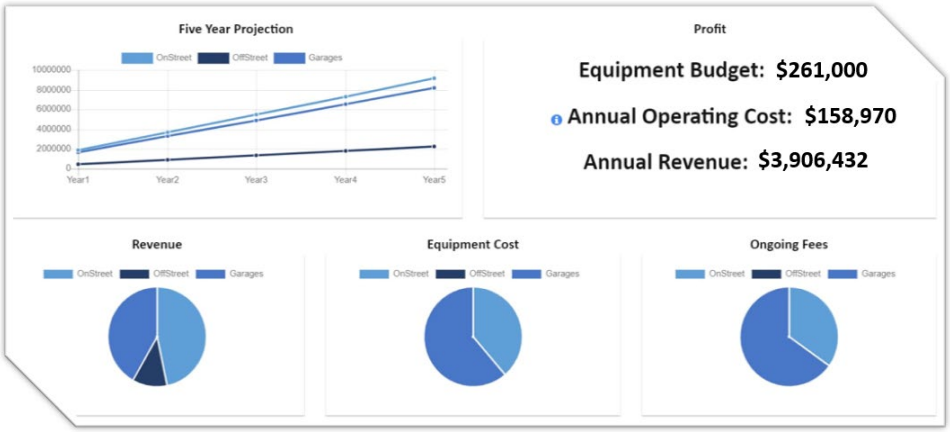


Figure 1. DIXON Financial Modeling Tool

Task 4. Final Implementation Plan

Task 4. Deliverables

- Final Implementation Plan

Our team will circulate the draft Plan to Town staff and stakeholders to gather feedback and comments. DIXON will incorporate that feedback into a revised draft and prepare a final Plan. Our goal is to deliver an actionable plan that provides clear roles and responsibilities, recommendations on timing, and suggested milestones to support Town staff with the transition of parking program oversight.

Cost Proposal

This cost proposal is based upon a Time & Materials (T&M) approach to ensure that the project is managed in the most cost-effective and efficient manner. There is an NTE amount, and we will deliver within that budget, customizing our solution to focus on what the project needs to achieve its objectives and adapting in order to ensure that the task is completed within the agreed-upon budget and timing. The budget includes all required travel or related expenses, which are based upon GSA standards and will be billed per Town requirements and guidelines.

Hourly Billing Rates

Classification	Labor Rate Per Hour
Principal-in-Charge	$255/hr.
Principal	$235/hr.
Senior Associate	$185/hr.
Associate	$165/hr.

Cost Estimate

Task	Description	Cost
1	Project Management	**$2,065**
2	Draft Implementation Plan	**$5,300**
3	Financial Modeling	**$3,205**
4	Final Implementation Plan	**$2,840**
	Total	**$13,410**

Exhibit D

Exhibit D to Attachment 1

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification on March 5, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Dixon Resources Unlimited ("Consultant"), a California Corporation, whose address is 3639 Midway Drive, Suite B345 San Diego, CA 92110. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide services to Parking Program Management Services.

1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town and dated February 22, 2024 which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect upon execution to December 31, 2025. Consultant shall perform the services described in this agreement as described in Exhibit A.

2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed $168,955**, inclusive of all costs. Payment shall be based upon Town approval of each invoice and billed on a per month basis based on percentage of work complete.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed and tasks completed. in consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by the Director, for all services set forth in this Agreement, City agrees to pay Consultant at a rate of $9,938.53 per month for seventeen months. In no event will the City pay more than $168,955 as total compensation for the Agreement. No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email: ap@losgatosca.gov

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Dixon Resources Unlimited
3639 Midway Drive, Suite B345
San Diego, CA 92110

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 3/13/2024
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:
Julie Dixon 3/8/2024
2A27D58339BB4F3...
Julianne Dixon, President
Dixon Resources Unlimited

Recommended by:

DocuSigned by:
Nicolle Burnham 3/11/2024
0E97831349644C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan 3/12/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 3/18/2024
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

DIXON RESOURCES UNLIMITED

Proposal

Program Management Support Services (Revised)

Town of Los Gatos, CA
February 22, 2024

Prepared by Dixon Resources Unlimited

EXHIBIT A

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

Proposal for Program Management Support

To: Nicolle Burnham, Parks & Public Works Director, Town of Los Gatos
From: Dixon Resources Unlimited
Date: February 22, 2024
Subject: Revised Proposal for Program Management Support Services

Dixon Resources Unlimited (DIXON) is pleased to submit this revised proposal to provide program management consulting services to the Town of Los Gatos (Town). Our uniquely qualified firm specializes in supporting parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs.

We have direct, hands-on experience acting as interim parking manager and supporting municipal programs to manage the ongoing optimization of parking programs, including policy updates, permit management, use of technology, and community engagement and education.

For the City of Seal Beach, we assisted in the complete overhaul of the City's parking program as the interim Parking Manager, overseeing the transition of parking management between city departments, installation of turnkey parking technology, and ongoing community engagement, which resulted in the City being awarded Parking Today's 2019 "Innovative Use of Technology" Award.

In the City of Ventura, we have assisted as interim Parking Coordinator to assist the City through municipal code and parking policy updates, participating in regular meetings of the City's Downtown Parking Advisory Committee, and assisting the City as it contemplates the implementation of paid parking and congestion management strategies in their on- and off-street parking locations.

DIXON has provided on-call parking consulting for the City of Monterey since 2018. This project is a great example of how we personify the "Parking Coach" mentality, providing hands-on collaboration with the City to thoroughly evaluate staffing challenges, provide customized recommendations for parking technology and solutions, and offer full support in the installation and implementation of equipment and services.

We have the resources and experience to help the Town manage the assist with hiring qualified parking staff, optimizing the parking program and policies, implementing parking program adjustments and enhancements, and providing critical engagement with the community to provide education, build consensus on policy changes, and promote long-term success of the parking program.

Proposed Scope of Services

The following work plan details the technical approach, methodology, specific tasks, and associated deliverables that our team will perform.

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

Task 1. Interim Parking Coordinator Services

DIXON will serve as the interim Parking Coordinator to support the Town's parking operations and program initiatives for a period of approximately seventeen (17) months, until August 31, 2025, with options to extend on a month-to-month basis.

We will assign a dedicated Project Manager and who will work directly with the Parks & Public Works Director and other assigned Town staff to provide program management support for the Town's parking programs and assist in implementing the Town's immediate parking initiatives, including but not limited to, on- and off-street parking operations, residential parking permit fees, employee parking permit policy and related signage, coordinate community outreach and public engagement as necessary, and perform related work as assigned.

DIXON is prepared to support, but not limited to, the following core services:

- Assisting with the hiring process for a full-time Parking Coordinator position.
- Optimization of the Town's residential parking permits processes and developing recommendations for permit fee adjustments.
- Employee permit program policy updates and related community outreach.
- Ongoing implementation of the wayfinding program, including related signage enhancements in Downtown and Olive Zone areas.
- Assessment of parking related signage, design, and painting and developing recommendations for adjustments or improvements as necessary.
- Participate in Town Council meetings, as requested.
- Coordinate public outreach, as required.

Additionally, our team is prepared to support, but not limited to, the following projects as budget allows:

- Evaluate the feasibility of alternative fees for residential parking permits, including low-income rates and potential discounts for households without off-street parking, as well as temporary visitor passes.
- Evaluate the parking conditions adjacent to Los Gatos High School, including the Olive Zone and nearby residential parking areas and prepare recommendations to optimize the use of existing parking supply.
- Assist with transition of parking permit management from the Police Department to Public Works.
- Coach City staff on how to develop an internal measurement tool to assess ongoing program performance and effectiveness.
- Implementation of parking congestion management strategies to manage parking demand.
- Assisting with public outreach and education related to parking program updates.

Task 1. Deliverables

- Assign a Project Manager to serve as the single point of contact for overall communications and project coordination with the Town.

DocuSign Envelope ID: FDD48C8F-7D0C-4BD1-B50C-348536592962

- Conduct a virtual project kickoff meeting and bi-weekly calls.
- Assist in the hiring of a full-time Parking Coordinator.
- Provide support for the Town's overall parking program; our support will include the core services and will extend to the parking initiatives outlined in this proposal as budget allows.
- Includes up to two (2) site visits per month.
- Participate in Town Council meetings, as requested.

Cost Proposal

This cost proposal is based upon a program management model that will provide the Town with the direct support needed to ensure an efficient and optimized parking operation, especially for the long term. Our terms can be customized based upon the Town's priorities.

Our monthly program management pricing model is inclusive and adaptive. The rates presented below include all services necessary to accomplish the Town's objectives, incorporate DIXON staff costs, and any travel/incidental expenses required to produce the deliverables under the contract. The Town will be invoiced monthly at one consistent flat monthly rate.

We have supported many similar projects and understand the labor required to support your initial, ongoing, and developing parking program needs. This approach allows for flexibility, optimization, and convenience, regardless of the phase or task.

Program Management Pricing

The total, flat monthly rate is detailed below:

Cost Estimate: DIXON Program Management Pricing Model		
Task	**Description**	**Monthly Fixed Fee**
1	**Interim Parking Coordinator Services** • Assign a Project Manager • Virtual project kickoff meeting and bi-weekly calls • Assist in the hiring of a full-time Parking Coordinator • Provide support for the Town's overall parking program; our support will include the core services and will extend to the parking initiatives outlined in this proposal as budget allows • Includes up to two (2) site visits per month • Participate in Town Council meetings, as requested	**$9,938.53**
	Total Cost *17 months from Contract Date*	**$168,955**

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 8

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Fourth Amendment to the Agreement for Services with Traffic Management, Inc., for the 2025 Holiday Traffic Road Closures**

RECOMMENDATION: Approve the Fourth Amendment to the Agreement for Services with Traffic Management, Inc., (Attachment 1) increasing the contract amount by $41,607.64 to cover the 2025 Halloween and Children's Holiday Parade road closures and traffic control services, for a total contract amount not to exceed $135,400.64.

FISCAL IMPACTS:

The recommended Fourth Amendment increases the total contract with Traffic Management, Inc. by $41,607.64, resulting in a new not-to-exceed amount of $135,400.64. Funding for this amendment is included in the adopted FY 2025–26 Operating Budget Program 2106 (1112106-62435), and no additional appropriation is required.

STRATEGIC PRIORITIES:

This project supports the Core Goals of **Community Character** and **Public Safety**.

BACKGROUND:

On February 7, 2023, the Town Council approved a series of event-related actions, including support and budget allocation for hiring a professional traffic control vendor to assist Town staff with road closure and traffic control services for two special events: the Halloween road closures (including the Almond Grove and Johnson Avenue neighborhoods) and the annual Children's Holiday Parade downtown.

The Town requested qualifications and cost estimates from several professional traffic

PREPARED BY: Gary Heap
Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

management companies and selected Traffic Management, Inc. (TMI) as they have specific experience in the logistics related to road closures and traffic management for special events. On September 21, 2023, the Town Manager executed the Agreement for Services in the amount of $16,895.34.

On November 8, 2023, the Town Manager executed the First Amendment to the Agreement, increasing the total compensation to $50,000 and modifying the scope to address the extensive requirements associated with the Children's Holiday Parade.

On August 20, 2024, the Town Council authorized the Town Manager to execute the Second Amendment, increasing the compensation to $93,793 and extending the term to January 31, 2025. The second amendment authorized work for the 2024 Halloween road closures and the 2024 Annual Children's Holiday Parade.

On January 21, 2025, the Town Council authorized the Town Manager to execute a Third Amendment, extending the contract term to August 29, 2025.

TMI has provided services for both events in 2023 and 2024 and has demonstrated the ability to work effectively with staff to execute these complex road closures.

DISCUSSION:

After two successful years of working with TMI for holiday road closures, staff requested a quote for the 2025 Halloween and Children's Holiday Parade events. Based on prior performance and familiarity with Town needs, staff negotiated a cost of $37,825.13 for 2025 services (Exhibit A) with an extension of the agreement through August 31, 2026. Staff recommends adding 10% of the 2025 Holiday Road Closure costs ($3,782.51) to cover any unforeseen traffic control issues that might occur during the events. Therefore, staff requests that the Town Council approve the fourth amendment to the agreement for services with Traffic Management, Inc., increasing the contract amount by $41,607.64 to cover the 2025 Halloween and Children's Holiday Parade's road closure and traffic control services, for a total contract amount not to exceed $135,400.64. The proposed fourth amendment extends the agreement through August 31, 2026, amends the scope of work, and increases the total amount of the agreement to include the revised scope of work for the 2025 holiday road closures.

CONCLUSION:

Approval of this amendment will allow the Town to continue working with TMI to provide traffic control services for the 2025 Halloween road closures and the annual Children's Holiday Parade.

COORDINATION:

This report was developed in collaboration with the Town Manager's Office of Economic Vitality, the Police Department, and the Parks and Public Works Department.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Fourth Amendment to the Agreement for Services with Traffic Management, Inc., including Exhibit A.

AMENDMENT TO AGREEMENT

PREAMBLE

This Fourth Amendment to Agreement of Services is dated for identification this 5th day of August 2025, and amends that certain Third Amendment to Agreement of Services dated January 21, 2025, made by and between the Town of Los Gatos, ("Town,") and the Traffic Management, Inc. (“Service Provider”) identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

I. RECITALS

A. Town and Consultant entered into Agreement of Services Agreement on September 21, 2023, (“Agreement”), a First Amendment to Agreement for Services on November 28, 2023, a Second Amendment to Agreement for Services on August 20, 2024, a Third Amendment to Agreement for Services on January 21, 2025.

B. Town desires to amend the Agreement to increase the scope of services, extend the term and time of performance, and add to the compensation of the agreement.

II. AMENDMENT

A. Section 2.1 Scope of Services is amended to read as follows:

Service Provider shall provide services as described in that certain Proposal dated April 10, 2025 for the Tait Halloween Closure, the Johnson Halloween Closure, and the Holiday Parade Closure, which is hereby incorporated by reference and attached as Exhibit A.

B. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from August 29, 2025 to August 31, 2026.

C. Section 2.6 Compensation is amended to read:

Compensation for Service Provider’s professional services shall be increased by $37,825.132 plus 10% of the 2025 Holiday Road Closure costs ($3,782.51) to cover any unforeseen traffic control issues that might occur during the events, increasing the contract amount by $41,607.64, for a total agreement amount not to exceed **$135,400.64**. Payment shall be based upon Town approval of each task based on Exhibit A.

D. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos by:

_____
Chris Constantin, Town Manager

Traffic Management, Inc. by:

_____
Darla Lersch, Manager, Contracts

Recommended by:

_____
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

Attest:

_____
Wendy Wood, CMC, Town Clerk

DRAFT

Office: San Jose
Phone: 877-763-5999
Fax:
Address: 690 Quinn Ave
San Jose, CA 95112
www.trafficmanagement.com

Quote #115293

Customer

Customer: Town of Los Gatos
Phone:
Fax:
Address: 41 Miles Ave, Los Gatos, CA 95030
Billing Address: 41 Miles Ave, Los Gatos, CA 95030
Customer Job/Ref #:

Contact Name: Gary Heap
Direct Phone: (408) 857-5780
Cell: (408) 857-5780
Email: gheap@losgatosca.gov

Job

Job #: N/A
Project Name: Special Events
Location: E Main St, Los Gatos, CA 95030
Start Date: 10/31/2025 5:00 PM
Duration: 3 events

Scope: Special Events
Office Name: San Jose

- [x] Prevailing Wage
- [ ] Union
- [ ] Public Works
- [ ] Weekday Work
- [ ] Project Labor Agreement

#	Item Details	Qty	Unit Price	FSC	Tax	Total
1	**Tait Halloween Closure**					
2	**Tait Halloween Closure** TS9310 Traffic Control Operation Crew Rates are based on four (4) traffic controllers (flaggers) for seven (7) hours onsite with one (1) pickup truck each, equipped to service two-way flagging and other typical closures. On-site hourly rate includes one (1) mobilization of labor, traffic control devices listed below, traffic control operations (installation, maintenance, or removal), Prevailing Wage Rates, & Normal Time, Weekday Rates (M-F). Please see terms and conditions for additional information. Towable equipment such as FAS, CMS, and Portable Light Towers are not included with standard TC Operation Services. Additional Equipment rates when needed, will be billed separately.	1.00(LS)	$5,040.00 LS	☐	☐	**$5,040.00**
3	**Tait CMS Rental Package** RM1000 One week rental of two (2) towable message boards (CMS) for the Tait Halloween closure	1.00(LS)	$314.05 wk	☐	☐	**$314.05**
4	**Johnson Halloween Closure**					
5	**Johnson Halloween Closure** TS9310 Traffic Control Operation Crew Rates are based on six (6) traffic controllers (flaggers) for seven (7) hours onsite with one (1) pickup truck each, equipped to service two-way flagging and other typical closures. On-site hourly rate includes one (1) mobilization of labor, traffic control devices listed below, traffic control operations (installation, maintenance, or removal), Prevailing Wage Rates, & Normal Time, Weekday Rates (M-F). Please see terms and conditions for additional information. Towable equipment such as FAS, CMS, and Portable Light Towers are not included with standard TC Operation Services. Additional Equipment rates when needed, will be billed separately.	1.00(LS)	$7,560.00 LS	☐	☐	**$7,560.00**
6	**Johnson CMS Rental** RM1000 Additional rent: $436.00/dy;$1,272.00/wk;$2,704.00/mo(4wk)	1.00(wk)	$411.08 wk	☐	☐	**$411.08**
7	**Holiday Parade Closure**					

#	Item Details	Qty	Unit Price	FSC	Tax	Total
8	**Holiday Parade Closure** TS9310 Installation of rented, leased, or purchased traffic control devices described in line item #xx. Price based on a mobilization of up to forty (40) miles from the nearest TMI office and up to XXX (X) hours on site. Any additional scope or standby time preventing installation at the scheduled time (due to equipment in roadway, incomplete contractor work, etc.) will be billed at $xxx/hr for crew. Customer must be present to sign off on the receipt quantities or will assume responsibility for TMI's documentation after the fact. Removal, rental, lease, purchase, lost or damaged equipment, equipment maintenance, and setup re-installation or modification not included. **Same Day Cancellation Fee: $xxx.00**	1.00(LS)	$23,072.00 LS	☐	☐	
9	**Holiday Parade CMS Rental Package** RM1000 One week rental of six (6) towable message boards (CMS) for the Holiday Parade closure	1.00(LS)	$1,428.00 wk	☐	☐	**$1,428.00**

Sub Total	$37,825.13
Tax (9.38%)	0
Total	**$37,825.13**

Standard Terms & Conditions

1) Although TMI maintains standard general liability, workers compensation, and other insurance coverages, additional costs may be incurred for the issuance of insurance certificates that require special wording, endorsements, or additional coverages or policy changes. 2) Information provided herein should be relied on for estimating purposes only. 3) This estimate is based on information available and/or provided at the time of the estimate request, such as current permit rates and requirements from public agencies, and is subject to change without notice. 4) TMI reserves the right to modify this estimate should the scope of the project change or additional information is provided. 5) Unless otherwise specified, individual line items and rates are based on acceptance of the estimate as a whole. Significant changes in quantities, addition/deletion of line-items, or selection of single line-items may result in price changes. 6) Prices are valid for up to 60 days. 7) All orders for standard traffic control and equipment (without permit or posting requirements), will require at least three working days advance notice; additional time may be required for non-standard and/or large scale traffic control. General availability of traffic control is not guaranteed and is subject to availability and schedule of TMI crews and equipment. Allow up to 14 working days for traffic plan turn-around (from time of order to initial submittal.) Agency approval and turn-around time of traffic control plans may vary and cannot be guaranteed. 8) Permit approval and timeline often vary from Agency to Agency and no guarantee of approval or approval timeline is represented. 9) Compensation will be charged for jobs that require special safety training requirements and security clearance. 10) Unless stated otherwise, this estimate is based on work being performed during normal field working hours (7:00am to 3:30pm) Monday through Friday. Additional costs will be incurred and invoiced for after hours work, weekend and/or holidays. 11) ACCEPTANCE OF THIS ESTIMATE: Unless otherwise agreed in writing, acceptance of this estimate shall authorize TMI to perform all work as stated, and this document shall serve as the binding contract, subject to the terms and conditions herein. 12) FUEL SURCHARGE: A fuel surcharge may be applied to any services requiring travel, transportation or mobilization. 13) RENTAL PROTECTION PROGRAM: All rental orders will be automatically enrolled in Rental Protection Plan (RPP) unless opted out by customer. If customer opts out of RPP, customer assumes sole responsibility for damaged or lost equipment. RPP is not available for registered motor vehicles such as TMA's and traffic control trucks. RPP surcharge will only be applied to equipment rental charges, and not be applied to delivery, installation, removal, or other labor and service charges. RPP Coverage Exclusions: Lost, stolen, or missing equipment; damage resulting from customer misuse or negligence; damages of any kind to third parties.

Exclusions

Tax,Encroachment Permits,Traffic Control Plans,Traffic Signal Plans,Posting of "No Parking" Signs,Lost or damaged equipment,Equipment maintenance,Business and/or resident notfication,Temporary striping or striping removal,Prevailing wage labor rates,Construction fencing,Steel/trench plates,Changeable message signs (CMS),Custom signage,Replacement or modification of existing facilities

✖ _____
Estimator Eric Duncan

✖ _____
Customer Signature

4/10/2025
Date Prepared

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 9

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution Granting an Appeal of a Planning Commission Decision to Deny a Request to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. Located at 16511 Cypress Way. APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.**

RECOMMENDATION: Adopt a Resolution Granting an Appeal of a Planning Commission Decision to Deny a Request to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 Square Feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. Located at 16511 Cypress Way. APN 532-24-004. Architecture and Site Application S-24-045. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures. Property Owners: Jackie and Scott Kolander. Applicant: Michael Harris. Project Planner: Suray Nathan.

RECOMMENDATION:

Adopt a resolution (Attachment 1) granting an appeal of a Planning Commission decision to deny a request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a Grading Permit on property zoned HR-2½, located at 16511 Cypress Way.

PREPARED BY: Suray Nathan
Assistant Planner

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

FISCAL IMPACT:

None. Denying or granting the appeal does not in itself result in an impact to the Town's budget.

STRATEGIC PRIORITIES:

None.

DISCUSSION:

On June 17, 2025, the Town Council directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission with the following findings:

1. The Town Council finds that there was an error by the Planning Commission in denying the Architecture and Site application, not due to their fault, but the lack of a site visit due to the difficulty in finding the location or a locked gate denied them a greater understanding of the scope of the project to make a sound decision.
2. The Town Council finds that the site improvements, such as firewalls, sprinklers, and one water tank feeding a streetside fire hydrant, minimize the potential adverse fire hazard for the neighbors and the Town.
3. The Town Council finds that an exception to the cut and fill can be granted as the constraints of the existing topography restrict the expansion of the garage on the existing pad, and the proposed garage will not be out of character with the hillside.

ENVIRONMENTAL REVIEW:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act (CEQA), Section 15303(a): New Construction or Conversion of Small Structures.

ATTACHMENTS:

1. Draft Resolution Granting the Appeal of a Planning Commission Decision

Draft Resolu
modified by
Council deliberations
and direction.

DRAFT RESOLUTION 2025-__

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS GRANTING AN APPEAL OF THE DECISION OF THE PLANNING COMMISSION DENYING A REQUEST TO DEMOLISH AN EXISTING ACCESSORY STRUCTURE AND CONSTRUCT A NEW ACCESSORY STRUCTURE EXCEEDING 1,000 SQUARE FEET IN GROSS FLOOR AREA AND SITE IMPROVEMENTS REQUIRING A GRADING PERMIT ON PROPERTY ZONED HR-2½.

APN: 532-24-004
ARCHITECTURE AND SITE APPLICATION: S-24-045
PROPERTY LOCATION: 16511 CYPRESS WAY
APPELLANT: SCOTT KOLANDER
PROPERTY OWNERS: SCOTT AND JACKIE KOLANDER
APPLICANT: MICHAEL HARRIS

WHEREAS, on April 23, 2025, the Planning Commission held a public hearing and considered a request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a grading permit on property zoned HR-2½;

WHEREAS, Town Code Section 12.20.015 (b) requires applying for a grading permit for any land disturbance of fifty (50) cubic yards or greater of graded material (combined total of cut and fill);

WHEREAS, the Planning Commission was unable to make the required finding that the project was in compliance with the Hillside Development Standards and Guidelines due to the excessive depth of cut needed to construct the proposed accessory structure and denied the Architecture and Site application;

WHEREAS, Planning Commission decisions are appealable in accordance with Town Code Section 29.20.275, which requires that the appellant demonstrate error or abuse of discretion;

WHEREAS, abuse of discretion can be demonstrated if the decision was not based upon substantial evidence;

WHEREAS, on April 30, 2025, the appellant/property owner filed a timely appeal of the decision of the Planning Commission denying the request to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a grading permit on property zoned HR-2½, indicating that there was an error or abuse by the Planning Commission and that the Planning Commission's decision

is not supported by substantial evidence in the record;

WHEREAS, this matter came before the Town Council for a public hearing on June 17, 2025, and was regularly noticed in conformance with state and Town law;

WHEREAS, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. The Town Council considered all testimony and materials submitted, including the record of the Planning Commission proceedings and the packet of materials contained in the Council Agenda Report for their meeting on June 17, 2025, along with any and all subsequent reports and materials prepared concerning this application; and

WHEREAS, on June 17, 2025, the Town Council directed staff to prepare a resolution to grant the appeal of a decision of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

In accordance with Town Code section 29.20.275, the Town Council finds and determines that:

1. The appeal of the decision of the Planning Commission denying the Architecture and Site application to demolish an existing accessory structure and construct a new accessory structure exceeding 1,000 square feet in gross floor area and site improvements requiring a grading permit on property zoned HR-2½ is granted and the application is approved subject to the conditions of approval attached as Exhibit A to this resolution.
2. The Town Council finds that there was an error by the Planning Commission in denying the Architecture and Site application, not due to their fault, but the lack of a site visit due to the difficulty in finding the location or a locked gate denied them a greater understanding of the scope of the project to make a sound decision.
3. The Town Council finds that the site improvements, such as firewalls, sprinklers, and one water tank feeding a streetside fire hydrant, minimize the potential adverse fire hazard for the neighbors and the Town.
4. The Town Council finds that an exception to the cut and fill can be granted as the constraints of the existing topography restrict the expansion of the garage on the existing pad, and the proposed garage will not be out of character with the hillside.

5. The decision constitutes a final administrative decision pursuant to Code of Civil Procedure section 1094.6 as adopted by section 1.10.085 of the Town Code of the Town of Los Gatos. Any application for judicial relief from this decision must be sought within the time limits and pursuant to the procedures established by Code of Civil Procedure section 1094.6, or such shorter time as required by state and federal Law.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5th day of August 2025, by the following vote:

COUNCIL MEMBERS:
AYES:
NAYS:
ABSENT:
ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

TOWN COUNCIL – *June 17, 2025*
CONDITIONS OF APPROVAL

16511 Cypress Way
Architecture and Site Application S-24-045

Consider a Request for Approval to Demolish an Existing Accessory Structure and Construct a New Accessory Structure Exceeding 1,000 square feet in Gross Floor Area and Site Improvements Requiring a Grading Permit on Property Zoned HR-2½. APN 532-24-004. Exempt Pursuant to the CEQA Section 15303(a): New Construction or Conversion of Small Structures.

Property Owners: Jackie and Scott Kolander
Applicant: Michael Harris
Project Planner: Suray Nathan

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, Development Review Committee, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.
9. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.

EXHIBIT A

10. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
11. PROJECT IDENTIFICATION SIGNAGE: Project identification signage on the project site shall be removed within 30 days of approval of the Architecture and Site application.
12. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize “normal” bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.
13. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an “Anabat” unit. Potential

roosting features found during the survey shall be flagged or marked.

If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.
b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

14. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.
    b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the

Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.

c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.
d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.

15. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.
    a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.
    b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.
    c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

       Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are

mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

16. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.
17. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

18. PERMITS REQUIRED:
    a. A demolition permit is required for the complete demolition of the existing detached garage.
    b. A Building Permit is required for the construction of a new detached garage and associated retaining walls.

19. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12.
20. CONDITIONS OF APPROVAL: The Conditions of Approval must be included on plan sheets within the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
21. SIZE OF PLANS: Minimum size 24" x 36", maximum size 30" x 42".
22. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted

with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.

23. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation
    c. Foundation corner locations
    d. Retaining wall(s) locations and elevations

24. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
25. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2022 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
    a. Provide defensible space/fire break landscaping plan prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
    b. Prior to final inspection, provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.

26. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
27. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be part of the plan submittal. The specification sheet is available online at www.losgatosca.gov/building.
28. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:
    a. Community Development – Planning Division: (408) 354-6874
    b. Engineering/Parks & Public Works Department: (408) 399-5771
    c. Santa Clara County Fire Department: (408) 378-4010
    d. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS & PUBLIC WORKS:

Engineering Division

29. PAYMENT OF PARKS AND PUBLIC WORKS ("PPW") ENGINEERING PLAN CHECK FEE AND INSPECTION FEE – At the time of the first construction submittal, the Applicant shall submit to the Town Engineer for approval a detailed construction project cost estimate prepared and stamped by the Applicant's civil engineer. The cost estimate shall break out on-site and off-site improvements separately. This cost estimate will be used to determine the Engineering Plan Check Fee. A final construction cost estimate shall be provided once the project plans are approved. This cost estimate will be used to determine the Engineering Inspection Fee. The Engineering Inspection Fee must be paid prior to the issuance of any construction related permit.
30. CONSTRUCTION ACTITIVITIES MITIGATION FEE (ORDINANCE 2189) – Per the Town's Comprehensive Fee Schedule, the project is subject to the Town's Construction Activities Mitigation Fee based on the square footage of new buildings. The fee is $1.43 per square foot of new residential and non-residential building area. The fee shall be calculated based on the square footage total for all units shown on the construction plans to the approval of the Town Engineer. The project plans indicate the new building area of 1,239 SF resulting in a fee of $1,771.77. Payment of this fee shall pe paid prior to issuance of the first building permit.
31. GRADING PERMIT – A grading permit is required for all site grading and drainage work that is outside the perimeter of a building, retaining wall footing, or other structure authorized by a valid building permit. The Applicant must submit a grading permit application after the appeal period of the entitlement approval process has passed. Submittals are accepted through Accela only. The grading permit application shall include detailed grading plans and associated required materials. Plan check fees are based on the scope of onsite work. Prior to approval of the grading permit, the Applicant shall pay all fees due and provide faithful performance and payment securities for the performance of the work described and delineated on the approved grading plan, final erosion and sedimentation control plan, and interim erosion and sedimentation control plan (if required), in an amount to be set by the Town Engineer (but not to exceed one hundred (100) percent) of the approved estimated cost of the grading and erosion and sedimentation control measures. The form of security shall be one or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney: (1) Bond or bonds issued by one or more duly authorized corporate sureties on a form approved by the Town; (2) Deposit with the Town, money, or negotiable bonds of the kind approved for securing deposits of public monies; or (3) other instrument of credit from one or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment. The grading permit shall be issued prior to the issuance of the building permit unless otherwise allowed by the Town Engineer. The permit shall be limited to work shown on the grading plans approved by the Town Engineer. In granting a permit, the Town Engineer may impose any condition deemed necessary to protect the health, safety, and welfare of the public, to prevent the creation of a nuisance or hazard to public or private property, and to assure proper completion of

the grading including but not limited to: (1) Mitigation of adverse environmental impacts; (2) Improvement of any existing grading or correction of any existing grading violation to comply with Town Code; (3) Requirements for fencing or other protection of grading which would otherwise be hazardous; (4) Requirements for dust, erosion, sediment, and noise control, hours of operation and season of work, weather conditions, sequence of work, access roads, and haul routes; (5) Requirements for safeguarding watercourses from excessive deposition of sediment or debris in quantities exceeding natural levels; (6) Assurance that the land area in which grading is proposed and for which habitable structures are proposed is not subject to hazards of land slippage or significant settlement or erosion and that the hazards of seismic activity or flooding can be eliminated or adequately reduced; (7) Temporary and permanent landscape plans.

32. TREE REMOVAL PERMIT – The Applicant shall apply and obtain a Tree Removal Permit from the Parks and Public Works Department for the removal of existing trees on-site or in the public right-of-way prior to the issuance of a building permit or demolition building permit, whichever is issued first. Tree removals shall be consistent with the arborist report and approved entitlement plans.
33. CONSTRUCTION PHASE PLAN SUBMITTAL REQUIREMENTS – The Grading Permit Plans ("Grading Plans") shall be submitted to Parks and Public Works Department along with a title report dated no older than 30 days from the date the Grading Plans are submitted. The Grading Plans shall be submitted at the same time as the Building Plans are submitted to the Building Department. All improvements shall be designed and constructed in accordance with Federal law, State law, Los Gatos Town Code, and the Los Gatos Standard Specifications and Details.
    a. Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website. The Grading Plans shall include:
    b. A cover sheet with at least the proposed development vicinity map showing nearby and adjacent major streets and landmarks, property address, APN, scope of work, project manager and property owner, a "Table of Responsibilities" summarizing ownership, access rights, and maintenance responsibilities for each facility (streets, utilities, parks, landscaping, etc.), a sheet index including a sequential numeric page number for each sheet (i.e. "Sheet 1 of 54"), the lot size, required and proposed lot setbacks by type, proposed floor areas by type for each building, average slope, proposed maximum height, and required and proposed parking count and type.
    c. The Approved Conditions of Approval printed within the plan set starting on the second sheet of the plan set.
    d. An Existing Site Plan showing existing topography, bearing and distance information for all rights-of-way, easements, and boundaries, any existing easements proposed to be quit-claimed, existing hardscape, existing above ground utility features, and existing structures. The Grading Plans shall identify the vertical elevation datum, date of survey, and surveyor responsible for the data presented.
    e. A Proposed Site Plan showing proposed topography, boundaries, proposed and existing to remain easements, hardscape, above ground utility features (hydrants, transformers, control cabinets, communication nodes, etc.), and structures. Include top and bottom elevations of every inflection point of each proposed wall. Include utility details. Showing appropriate line types and labels to identify the different

types of utilities and pipe sizes. Utility boxes, hydrants, backflow preventers, water meters, sanitary sewer cleanouts, etc. Distinguish proposed linework from existing linework using heavier line type for proposed.

f. A Grading and Drainage Plan clearly showing existing onsite and adjacent topography using labeled contour lines, drainage direction arrows with slope value, and break lines. Proposed and existing to remain hardscape elevations must be provided in detail including slope arrows.
g. A Landscaping Plan for the project site shall clearly identify public and private utilities and points of demarcation between the two.
h. General Notes found in the Town of Los Gatos General Guidelines.
i. A statement in the general notes indicating the need to obtain a Caltrans Oversized/Overweight Vehicles Transportation Permit if oversized or overweight vehicles are expected to be used

34. EXISTING FACILITY PROTECTION AND REPAIR – All existing public utilities shall be either protected in place, relocated, or repaired. The Applicant shall repair or replace all existing improvements not designated for removal, and all new improvements that are damaged during construction or removed because of the Applicant's operations. This includes sidewalk, curb and gutter, streetlights, valley gutters, curb ramps, and any other existing improvements in the area that are not intended to be removed and replaced. The Applicant shall request a walk-through with the PPW construction Inspector before the start of construction to verify existing conditions. Said repairs shall be completed prior to issuance of the first certificate of occupancy of the project.
35. UTILITY RESPONSIBILITIES – The Applicant is responsible for all expenses necessary to connect to the various utility providers. Currently, the public storm sewer system is owned and maintained by the Town of Los Gatos, the water system in Los Gatos is owned and maintained by San José Water Company, and the sanitary sewer system in Los Gatos is owned and maintained by West Valley Sanitation District. Any alterations of the approved utilities listed must be approved by the Town prior to any construction.
36. DEVELOPER STORM WATER QUALITY RESPONSIBILITY – The Applicant is responsible for ensuring that all contractors including subcontractors are aware of all stormwater quality measures and implement such measures. The Applicant shall perform all construction activities in accordance with approved Improvement Plans, Los Gatos Town Code Chapter 12 – Grading, Erosion and Sediment Control, and the National Pollutant Discharge Elimination System (NPDES) General Permit. Failure to comply with these rules and regulations will result in the issuance of correction notices, citations, or a project stop order.
37. SITE DRAINAGE – Rainwater leaders shall be discharged to splash blocks. No through curb drains will be allowed. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.
38. OFF-SITE DRAINAGE – The Applicant shall not alter any existing drainage patterns without an approved Grading Permit.
39. GRADING & DRAINAGE WINTER MORATORIUM – All grading activity shall comply with the Municipal Regional Stormwater Permit and Chapter 12 of the Town Code. There shall be no earthwork disturbance or grading activities between October 15th and April 15th of each year unless approved by the Town Engineer. To be considered for approval, the Applicant must submit a Winterization Erosion Control Plan certified by a California

certified QSD to the Town Engineer for review and approval. If grading is allowed during the rainy season, a maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on the exposed area. The submission of a certified plan does not guarantee approval. Any approved and executed plan must be kept on-site while the project is in construction.

40. EROSION CONTROL – The Applicant shall prepare and submit interim and final erosion control plans to the Town Engineer for review and approval. The interim erosion control plan(s) shall include measures carried out during construction before final landscaping is installed. Multiple phases of interim erosion control plans may be necessary depending on the complexity of the project. Interim erosion control best management practices may include silt fences, fiber rolls, erosion control blankets, Town approved seeding mixtures, filter berms, check dams, retention basins, etc. The Applicant shall install, maintain, and modify the erosion control measures as needed to continuously protect downstream water quality. In the event an emergency modification is deemed necessary, the Applicant must implement necessary measures to protect downstream waterways immediately and then submit the changes made within 24-hours to the Town Engineer for review and approval. The erosion control plans shall follow applicable measures contained in the most current Santa Clara County National Pollutant Discharge Elimination System (NPDES) Municipal Regional Permit (MRP). Any fees or penalties assessed against the Town in response to the Applicant's failure to comply with the Permit must be paid by the Applicant. The Applicant must permit Town staff onsite to conduct periodic NPDES inspections throughout the recognized storm season to verify compliance with the Construction General Permit and Stormwater ordinances and regulations.
41. GEOTECHNICAL REVIEW – Prior to building permit issuance, the Applicant's Geotechnical Engineer shall submit a design level geotechnical report. The report will require a peer review by the Town's geological and geotechnical consultant. A deposit and fee for the peer review will be required per the Town's current fee schedule, unless there are any remaining deposit funds from the entitlement phase. The Town will route the design level geotechnical report to the Town's peer review consultant once the report is submitted and deposit and fee are available. Once approved, the geotechnical engineer shall review the grading and drainage plan and proposed pavement and foundation design to verify that the design is in accordance with their recommendations. The Applicant's Geotechnical Engineer's approval shall be conveyed to the Town either by letter or by signing and stamping the plans. All grading operations and soil compaction activities shall be per the approved project's design level geotechnical report. The Applicant shall add this condition to the general notes on the grading plan.
42. GEOTECHNICAL ENGINEER OBSERVATION – All grading activities shall be conducted under the observation of, and tested by, a licensed geotechnical engineer. A report shall be filed with the Town of Los Gatos for each phase of construction stating that all grading activities were performed in conformance with the requirements of the project's design level geotechnical report. The Applicant shall submit a Final Geotechnical Construction Observation and Testing Summary in an "as-built" letter/report prepared and submitted to the Town prior to issuance of the certificate of occupancy. The Applicant shall add this condition to the general notes on the grading plan.
43. PRECONSTRUCTION MEETING – After the issuance of any Grading or Encroachment permit and before the commencement of any on or off-site work, the Applicant shall

request a pre-construction meeting with the PPW Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters. At that meeting, the Applicant shall submit a letter acknowledging each of the following:

a. They have read and understand these project Conditions of Approval.
b. They will require that all project sub-contractors read and understand these project Conditions of Approval.
c. They will post a copy of these project Conditions of Approval on-site and ensure the posting always remains intact during construction.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO RELEASE OF UTILITIES, FINAL INSPECTION, OR ISSUANCE OF A CERTIFICATE OF OCCUPANCY, WHICHEVER OCCURS FIRST, OR IF ANOTHER DEADLINE IS SPECIFIED IN A CONDITION, AT THAT TIME.

44. RESTORATION OF PUBLIC IMPROVEMENTS – The Applicant shall repair or replace all existing improvements not designated for removal that are damaged or removed during construction. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, streetlights, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired or replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Existing improvement to be repaired or replaced shall be at the direction of the PPW Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the PPW Inspector shall be completed before the issuance of a certificate of occupancy. The Applicant shall request a walk-through with the PPW Inspector before the start of construction to verify existing conditions.

THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT, OR IF ANOTHER DEADLINE IS SPECIFIED IN A CONDITION, AT THAT TIME

45. PROJECT CONSTRUCTION SETUP – All storage and office trailers will be kept off the public right-of-way.
46. PUBLIC WORKS CONSTRUCTION NOTICE – The contractor shall notify the PPW Inspector at least ten (10) working days prior to the start of any construction work. At that time, the Contractor shall provide an initial project construction schedule and a 24-hour emergency telephone number list.
47. PROJECT CONSTRUCTION SCHEDULE – The contractor shall submit the project schedule in a static PDF 11”x17” format and Microsoft Project, or an approved equal. The Contractor shall identify the scheduled critical path for the installation of improvements to the approval of the Town Engineer. The schedule shall be updated monthly and submitted to the PPW Inspector in the same formats as the original.
48. PROJECT CONSTRUCTION HANDOUT – The Contractor shall provide to the Town Engineer for approval a construction information handout for the purpose of responding to questions the Town receives regarding the project construction (one- or two-page document).

49. PROJECT CONSTRUCTION SUPERVISION – The Contractor shall always provide a qualified supervisor on the job site during construction.
50. PUBLIC WORKS CONSTRUCTION INSPECTION – All work shown on the Improvement Plans shall be inspected to the approval of the Town Engineer. Uninspected work shall be removed as deemed appropriate by the Town Engineer.
51. PROJECT CONSTRUCTION HOURS – Construction activities related to the issuance of any PPW permit shall comply with Town Code Section 16.20.035 which restricts construction to the weekday between 8:00 a.m. and 6:00 p.m. and Saturday 9:00 a.m. to 4:00 p.m. No work shall be done on Sundays or on Town Holidays unless otherwise approved by the Town Engineer. Please note that no work shall be allowed to take place within the Town right-of-way after 5:00 p.m. Monday through Friday. In addition, no work being done under Encroachment Permit may be performed on the weekend unless prior approvals have been granted by the Town Engineer. The Town Engineer may apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes. Onsite project signage must state the project construction hours. The permitted construction hours may be modified if the Town Engineer finds that the following criteria is met:
    a. Permitting extended hours of construction will decrease the total time needed to complete the project without an unreasonable impact to the neighborhood.
    b. Permitting extended hours of construction is required to accommodate a construction requirement such as a large concrete pour or major road closure. Such a need would be presented by the project's design engineer and require approval of the Town Engineer.
    c. An emergency exists where the construction work is necessary to correct an unsafe or dangerous condition resulting in obvious and eminent peril to public health and safety. If such a condition exists, the Town may waive any of the remaining requirements outlined below.
    d. The exemption will not conflict with any other condition of approval required by the Town to mitigate significant environmental impacts.
    e. The contractor or property owner will notify residential and commercial occupants of adjacent properties of the modified construction work hours. This notification must be provided three days prior to the start of the extended construction activity.
    f. The approved hours of construction activity will be posted at the construction site in a place and manner that can be easily viewed by any interested member of the public.
    g. The Town Engineer may revoke the extended work hours at any time if the contractor or owner of the property fails to abide by the conditions of extended work hours or if it is determined that the peace, comfort, and tranquility of the occupants of adjacent residential or commercial properties are impaired because of the location and nature of the construction.
    h. The waiver application must be submitted to the PPW Inspector ten (10) working days prior to the requested date of waiver.
52. PROJECT CONSTRUCTION BMPs – All construction activities shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinances, the project specific temporary erosion control plan, and

other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.

53. PROJECT CONSTRUCTION EXCAVATION – The following provisions to control traffic congestion, noise, and dust shall be followed during site excavation, grading, and construction:
    a. All construction vehicles should be properly maintained and equipped with exhaust mufflers that meet State standards.
    b. Travel speeds on unpaved roads shall be limited to fifteen (15) miles per hour.
    c. Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible.
    d. Water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites to ensure proper control of blowing dust for the duration of the project.
    e. Watering on public streets and wash down of dirt and debris into storm drain systems is prohibited. Streets will be cleaned by street sweepers or by hand as often as deemed necessary by the PPW Inspector, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one late-afternoon watering to minimize the effects of blowing dust. Recycled water shall be used for construction watering to manage dust control where possible, as determined by the Town Engineer. Where recycled water is not available potable water shall be used. All potable construction water from fire hydrants shall be coordinated with the San José Water Company.
    f. All public streets soiled or littered due to this construction activity shall be cleaned and swept daily during the workweek to the satisfaction of the Construction Inspector.
    g. Construction grading activity shall be discontinued in wind conditions more than 25 miles per hour, or that in the opinion of the PPW Inspector cause excessive neighborhood dust problems.
    h. Site dirt shall not be tracked into the public right-of-way and shall be cleaned immediately if tracked into the public right-of-way. Mud, silt, concrete and other construction debris shall not be washed into the Town's storm drains.
    i. Construction activities shall be scheduled so that paving and foundation placement begin immediately upon completion of grading operation.
    j. All aggregate materials transported to and from the site shall be covered in accordance with Section 23114 of the California Vehicle Code during transit to and from the site.
    k. Prior to issuance of any permit, the Applicant shall submit any applicable pedestrian or traffic detour plans to the satisfaction of the Town Engineer for any lane or sidewalk closures. The temporary traffic control plan shall be prepared by a licensed professional engineer with experience in preparing such plans and in accordance with the requirements of the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) and standard construction practices. The Traffic

Control Plan shall be approved prior to the commencement of any work within the public right-of-way.

l. During construction, the Applicant shall make accessible any or all public and private utilities within the area impacted by construction, as directed by the Town Engineer.

m. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The Applicant shall require the soils engineer submit to daily testing and sampling reports to the Town Engineer.

54. MATERIAL HAULING ROUTE AND PERMIT – For material delivery vehicles equal to, or larger than two-axle, six-tire single unit truck size as defined by FHWA Standards, the Applicant shall submit a truck hauling route that conforms to Town of Los Gatos Standards for approval. Note that the Town requires a Haul Permit be issued for any hauling activities. The Applicant shall require contractors to prohibit trucks from using "compression release engine brakes" on residential streets. The haul route for this project unless otherwise approved by the Town Engineer, shall be Cypress Way to Loma Alta Avenue to Los Gatos Boulevard to Los Gatos-Saratoga Road to Highway 17. A letter from the Applicant confirming the intention to use the designated haul route shall be submitted to the Town Engineer for review and approval prior to the issuance of any Town permits. All material hauling activities including but not limited to, adherence to the approved route, hours of operation, staging of materials, dust control and street maintenance shall be the responsibility of the Applicant. Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Town Engineer. The Applicant must provide an approved method of cleaning tires and trimming loads on site. All material hauling activities shall be done in accordance with applicable Town ordinances and conditions of approval.

55. PROJECT CLOSE-OUT – Prior to requesting a Final Inspection, the Applicant shall submit to the Town Engineer a letter indicating that all project conditions have been met, and all improvements are complete. All work must be completed to the satisfaction of the Planning Director and Town Engineer prior to the first occupancy. All public improvements, including the complete installation of all improvements relative to streets, fencing, storm drainage, underground utilities, etc., shall be completed and attested to by the Town Engineer before approval of occupancy of any unit. Where facilities of other agencies are involved, including those for water and sanitary sewer services, such installation shall be verified as having been completed and accepted by those agencies. In addition, the Applicant shall submit an itemized final quantities list of all public improvements constructed on-site and within the public right-of-way. The final quantities list shall be prepared by the project engineer and be to the approval of the Town Engineer. The final quantities list shall be broken out into on-site and off-site improvements based on the format provided by the Town. Until such time as all required improvements are fully completed and accepted by Town, the Applicant shall be responsible for the care, maintenance, and any damage to such improvements. Town shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements required for this project prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by the Applicant.

56. CONSTRUCTION WORKER PARKING – The Applicant shall provide a Construction Parking Plan that minimizes the effect of construction worker parking in the neighborhood and shall include an estimate of the number of workers that will be present on the site during the various phases of construction and indicate where sufficient off-street parking will be utilized and identify any locations for off-site material deliveries. Said plan shall be approved by the Town Engineer prior to issuance of Town permits and shall be complied with at all times during construction. Failure to enforce the parking plan may result in suspension of the Town permits. No vehicle having a manufacturer's rated gross vehicle weight exceeding ten thousand (10,000) pounds shall be allowed to park on the portion of a street which abuts property in a residential zone without prior approval from the Town Engineer (§15.40.070).
57. SITE WATER DISCHARGE – In accordance with the Town Code, Prohibition of Illegal Discharges (Los Gatos Town Code Section 22.30.015), the Town Engineer may approve in coordination West Valley Sanitation District the discharge of uncontaminated pumped ground waters to the sanitary sewer only when such source is deemed unacceptable by State and Federal authorities for discharge to surface waters of the United States, whether pretreated or untreated, and for which no reasonable alternative method of disposal is available. Following the verification of the applicable local, state and/or federal approvals, a Discharge Plan will be approved and monitored by the Town Engineer.

THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH AT ALL TIMES THAT THE USE PERMITTED BY THIS ENTITLEMENT OCCUPIES THE PREMISES

58. POST CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP) – Post construction storm water pollution prevention requirements shall include:
    a. The Applicant shall be charged the cost of abatement for issues associated with, but not limited to, inspection of the private stormwater facilities, emergency maintenance needed to protect public health or watercourses, and facility replacement or repair if the treatment facility is no longer able to meet performance standards or has deteriorated. Any abatement activity performed on the Applicant's property by Town staff will be charged to the Applicant at the Town's adopted fully loaded hourly rates.
    b. Maintenance of the storm drain inlets "No Dumping – Drains to Bay" plaques to alert the public to the destination of storm water and to prevent direct discharge of pollutants into the storm drain. Template ordering information is available at www.flowstobay.org.
    c. All process equipment, oils, fuels, solvents, coolants, fertilizers, pesticides, and similar chemical products, as well as petroleum-based wastes, tallow, and grease planned for storage outdoors shall be always stored in covered containers.
    d. All public outdoor spaces and trails shall include installation and upkeep of dog waste stations.
    e. Garbage and recycling receptacles and bins shall be designed and maintained with permanent covers to prevent exposure of trash to rain. Trash enclosure drains shall be connected to the sanitary sewer system.
    f. It is the responsibility of the property owner(s)/homeowners association to implement a plan for street sweeping of paved private roads and cleaning of all

storm drain inlets.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

59. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
60. VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ): The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to" ... adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. All comments below that result from PRC 4290 are identified by**. Where a conflict exists between local & 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08
61. FIRE SPRINKLERS REQUIRED: Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations. **Fire sprinklers proposed in new garage as part of the AMMR condition PC 25-0417. Make a note on coversheet that a AMMR is included in this project. A copy of the approved Alternate Means/Methods application form (with approval signature), justification letter, and these comments shall be made part of all subsequent submittals (Building, planning, etc.), to be routed to Santa Clara County Fire Department for final approval**.
62. PRIVATE FIRE PROTECTION SYSTEM: Residential fire protection systems shall comply with Fire Department Standards W-1 and manufacturer's requirements. Fire protection water systems shall be submitted for review and approval by SCCFD prior to installation. The wharf hydrant shall be accessible at all times. Tank systems providing both the domestic supply and supply to the sprinkler system and/or hydrant may require cross contamination protection. Check with the local Building Department for specific requirements related to protection of the domestic supply. **New 5000 gallon water tanks noted on Sheet A1.1. Make a note on coversheet that private fire protection system will be provided as part of the approved AMMR condition. Sign shall be posted on the wharf hydrant indicating it is supplied by a 5,000 gallon tank.**
63. FIRE HYDRANT SYSTEMS REQUIRED: Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet

from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, onsite fire hydrants and mains shall be provided where required by the fire code official. Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet. [CFC, Section 507.5.1] **Show wharf hydrant and vehicle impact protection bollard on plans as part of the approved AMMR condition. Sign shall be posted on the wharf hydrant indicating it is supplied by a 5,000 gallon tank.**

64. CONSTRUCTION SITE FIRE SAFETY: All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.

65. NOTE: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance. [CFC, Ch.1, 105.3.6]

This Page Intentionally Left Blank

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 10

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution Approving the Final Map for Tract No. 10620 at 16378 Bennett Way and Accept Dedications**

RECOMMENDATION: Adopt a Resolution (Attachment 1) approving the Final Map (Attachment 2) for Tract No. 10620 at 16378 Bennett Way and accept dedications.

FISCAL IMPACT:

There is no fiscal impact for the Town as the dedication of public easements are to be maintained by the developer and property owner(s).

STRATEGIC PRIORITY:

This project supports the core goal of Good Governance**.**

E BACKGROUND:

On August 1, 2017, the Town Council adopted Resolution 2017-045 approving the construction of a mixed-use development consisting of 320 residential units and a vesting tentative map on property zoned as part of the North 40 Specific Plan.

As the project advanced through the development review process, the Subdivision Application (M-13-014) and Architecture and Site Application (S-13-090) were approved, and the Parks and Public Works Department received applications for a final map (MAP23-009) for Tract No. 10620 within the North 40 Phase 1 boundaries on July 6, 2023. After conducting multiple reviews, the Department approved Final Map Application MAP23-009 on May 21, 2025.
DISCUSSION:

PREPARED BY: Corvell Sparks
Assistant Land Development Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, Parks and Public Works Director, and Town Engineer

The developers William F. Hirschman, Elizabeth K. Dodson, and BLIZ 3 LLC, a California limited liability company, filed the Final Map for the subdivision of the parcel at 16378 Bennett Way. The developers provided all necessary maps and drawings, paid the appropriate fees, and fully complied with the previously imposed development conditions and Town ordinances.

Since Bennett Way is a private road, the developers are dedicating public service easements for construction, maintenance, and access to any and all public service facilities, including poles, wires, conduits, storm sewers, sanitary sewers, and gas mains. Easements for access to streets, sidewalks, and paths are designated as public access easements. The easement dedications are all shown on the attached Final Map (Attachment 2). Acceptance of easement dedications is required to allow for the subdivision.

The Final Map has been reviewed by Kier & Wright, acting as the Town Surveyor, and was found to be complete and in conformance with the Town Council approved vesting tentative map. It was also found to be in compliance with the Subdivision Map Act and Chapter 24 of the Town Code.

CONCLUSION:

Staff recommend that Council adopt a resolution approving the Final Map for Tract No. 10620 at 16378 Bennett Way and accept the easement dedications.

COORDINATION:

This project has been coordinated with the Town Attorney and the Community Development Department.

ENVIRONMENTAL ASSESSMENT:

The EIR was prepared for this project by EMC Planning Group Inc. The Final EIR was certified by the Council on January 5, 2015.

Attachments:
1. Resolution Approving the Final Map for Tract No. 10620 and Accepting Dedications
2. Final Map for Tract No. 10537

RESOLUTION 2025-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS APPROVING THE FINAL TRACT MAP 10620 FOR 16378 BENNETT WAY AND ACCEPTING DEDICATIONS

WHEREAS, on August 1, 2017, the Los Gatos Town Council adopted a resolution approving Subdivision Application M-13-014 and Architecture and Site Application S-13-090 with conditions for the property at 16378 Bennett Way; and

WHEREAS, the developers, William F Hirschman, Elizabeth K Dodson, and BLIZ 3 LLC, a California limited liability company are required to dedicate portions of the land for easements within the properties as indicated on the Final Map prepared; and

WHEREAS, the developer has complied with the conditions of Subdivision Application M-13-014; and

WHEREAS, the Final Map, being in conformance with the Town Council approved vesting tentative map, has been reviewed by staff and found to be in compliance with the Subdivision Map Act and Chapter 24 of the Town Code.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos that the certain Final Map of 16378 Bennett Way, dated November 2023 and prepared by Hanna & Brunetti Engineering, is hereby approved; and

BE IT FURTHER RESOLVED that all dedications of land for public use identified on the Final Map are hereby accepted, in substantial conformance to the Conditions of Approval as set forth above and subject to the final approval by the Town Attorney.

PASSED AND ADOPTED at a regular meeting of the Town Council held on the 5th day of August 2025, by the following vote:

COUNCIL MEMBERS:

AYES:
NAYS:
ABSENT:
ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CA

ATTACHMENT 1

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

TRACT NO. 10620

FOR CONDOMINIUM PURPOSES

BEING A PORTION OF LOT 3 AS SHOWN ON
THE RECORD MAP OF THE SUBDIVISION
OF PART OF THE WALKER TRACT IN THE
RANCHO RINCONADA DE LOS GATOS
FILED IN BOOK "F" OF MAPS, AT PAGE 40

LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

NOVEMBER, 2023

HANNA - BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE INTEREST IN THE SUBDIVIDED REAL PROPERTY SHOWN WITHIN THE DISTINCTIVE BORDER LINE ON THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES (DESIGNATED •):

- EASEMENTS FOR CONSTRUCTION, MAINTENANCE AND ACCESS TO ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING POLES, WIRES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND GAS, WATER AND HEAT MAINS AND ALL PUBLIC UTILITES AND SERVICES AND ALL APPURTENANCES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.S.E." (PUBLIC SERVICE EASEMENT).

  SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

- EASEMENTS FOR ACCESS TO STREETS, SIDEWALKS, MULTI–USE PATHS AND APPURTENANCES THERETO ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.A.E." (PUBLIC ACCESS EASEMENT). AS REQUIRED BY CITY CODE SECTION 26.10.060(D), INCLUDING ALL AMENDMENTS THERETO, PROPERTY OWNER ADJACENT TO OR FRONTING ON ANY PORTION OF THE SIDEWALK AREA IS REQUIRED TO REPAIR AND MAINTAIN SAID SIDEWALK AREA.

  SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL ROOF OVERHANGS.

OWNERS:

WILLIAM F. HIRSCHMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

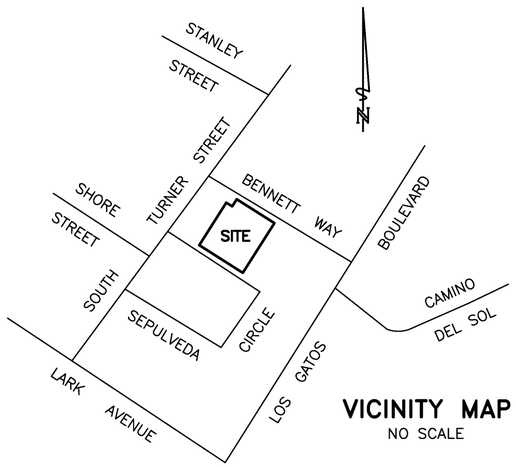
_____
WILLIAM F. HIRSCHMAN

ELIZABETH K. DODSON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

_____
ELIZABETH K. DODSON

BLIZ 3 LLC, A CALIFORNIA LIMITED LIABLITY COMPANY

_____ _____
BY: BY:
ITS: _____ ITS: _____



VICINITY MAP
NO SCALE

SHEET INDEX

SHEET TWO	NOTARY ACKNOWLEDGMENTS AND SIGNATURES OMITTED
SHEET THREE	BOUNDARY DETERMINATION AND LOCATABLE RECORD EASEMENTS
SHEET FOUR	SUBDIVISION

TOWN SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
DEAN A. JURADO, ACTING TOWN SURVEYOR
P.L.S. NO. 9032
LICENSE EXPIRES: 9–30–2025

_____
DATE

TOWN ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
GARY HEAP – TOWN ENGINEER
R.C.E. NO. 52355
REGISTRATION EXPIRES: 12–31–2026

REGISTERED PROFESSIONAL ENGINEER
GARY E. HEAP
NO. 52355
CIVIL
STATE OF CALIFORNIA

_____
DATE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BILL HIRSCHMAN ON DECEMBER 12, 2022, AND THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS BEFORE NOVEMBER, 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____
JOHN K. KING
P.L.S. NO. 6809

_____
DATE

PROFESSIONAL LAND SURVEYOR
JOHN K. KING
6809
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT

_____ M. IN BOOK _____ OF MAPS, AT PAGE(S) _____

THRU _____ , SANTA CLARA COUNTY RECORDS, AT THE REQUEST OF FIDELITY NATIONAL TITLE COMPANY.

FEE: _____

FILE NO. _____

REGINA ALCOMENDRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY: _____
DEPUTY

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST EXECUTED BY ELIZABETH K. DODSON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS TRUSTOR, RECORDED OCTOBER 20, 1999, SERIES NO. 15027373, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DOES HEREBY CONSENT TO THE OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THE ABOVE REFERENCED MAP.

THE UNDERSIGNED ACKNOWLEDGES IT IS UNDERSTOOD THAT BY AUTHORIZING THIS CONSENT, THE ABOVE REFERRED TO DEED OF TRUST WILL BECOME SUBJECT TO AND SUBORDINATE TO THE MAP IN QUESTION, AND ANY OR ALL INTEREST CREATED THEREBY.

TRUSTEE:
CALIFORNIA RECONVEYANCE COMPANY

_____
_____
PRINTED NAME
ITS: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST EXECUTED BY WILLIAM F. HIRSCHMAN AND ELIZABETH K. DODSON, HUSBAND AND WIFE, AS TRUSTOR, RECORDED NOVEMBER 29, 1999, SERIES NO. 15074422, OFFICIAL RECORDS OF SANTA CLARA COUNTY, DOES HEREBY CONSENT TO THE OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THE ABOVE REFERENCED MAP.

THE UNDERSIGNED ACKNOWLEDGES IT IS UNDERSTOOD THAT BY AUTHORIZING THIS CONSENT, THE ABOVE REFERRED TO DEED OF TRUST WILL BECOME SUBJECT TO AND SUBORDINATE TO THE MAP IN QUESTION, AND ANY OR ALL INTEREST CREATED THEREBY.

TRUSTEE:
CALIFORNIA RECONVEYANCE COMPANY

_____
_____
PRINTED NAME
ITS: _____

SOILS AND GEOLOGICAL REPORT

A SOILS AND/OR GEOTECHNICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY QUANTUM GEOTECHNICAL, INC., DATED SEPTEMBER 7, 2023, A COPY OF WHICH HAS BEEN FILED WITH THE TOWN OF LOS GATOS.

STATEMENT OF THE COUNCIL OF THE TOWN OF LOS GATOS

IT IS ORDERED THAT THE MAP OF TRACT NO. 10620 IS HEREBY APPROVED, THAT ALL PUBLIC STREETS, PUBLIC EASEMENTS AND OTHER PARCELS OF LAND SHOWN UPON SAID MAP AND THEREIN OFFERED FOR DEDICATION ARE HEREBY ACCEPTED FOR THE PURPOSES FOR WHICH THEY ARE OFFERED.

I HEREBY STATE THAT THE FOREGOING ORDER WAS ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS, CALIFORNIA, AT A MEETING HELD ON THE _____ DAY OF _____, 20___; BY RESOLUTION NO. _____.

_____
– CLERK ADMINISTRATOR
TOWN OF LOS GATOS

_____
DATE

TRACT NO. 10620

FOR CONDOMINIUM PURPOSES

BEING A PORTION OF LOT 3 AS SHOWN ON
THE RECORD MAP OF THE SUBDIVISION
OF PART OF THE WALKER TRACT IN THE
RANCHO RINCONADA DE LOS GATOS
FILED IN BOOK "F" OF MAPS, AT PAGE 40

LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

NOVEMBER, 2023

HANNA - BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

SIGNATURES OMITTED

THE SIGNATURES OF THE INTEREST HOLDERS LISTED BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3) (A) (i–viii) OF THE SUBDIVISON MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

A) RIGHT TO DIVERT AND CARRY AWAY THE WATERS OF THE LOS GATOS CREEK GRANTED TO THE SAN JOSE WATER COMPANY, PER BOOK W, PAGE 111, OF MISCELLANEOUS RECORDS (THE EXACT LOCATION AND EXTENT IS NOT DISCLOSED OF RECORD)

B) AGREEMENT BETWEEN ROBERT WALKER, ET UX AND THE SAN JOSE WATER COMPANY PER BOOK W, PAGE 111, OF MISCELLANEOUS RECORDS

C) POLELINE EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, PER 990 O.R. 425

D) EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF WATER GRANTED TO SAN JOSE WATER WORKS, PER 1061 O.R. 320

E) RIGHT FOR INGRESS AND EGRESS GRANTED TO F.A. HIGUERA, PER 1075 O.R 66

F) DEDICATION AND ACCEPTANCE OF PUBLIC SERVICE EASEMENT PER 918 MAPS 4–18.

G) GRANT OF PUBLIC STORM DRAINAGE CONVEYANCE EASEMENT TO THE TOWN OF LOS GATOS PER DOCUMENT: 24041271 AND AMENDED PER DOCUMENT: 24224970 (THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD).

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

TRACT NO. 10620

FOR CONDOMINIUM PURPOSES

BEING A PORTION OF LOT 3 AS SHOWN ON
THE RECORD MAP OF THE SUBDIVISION
OF PART OF THE WALKER TRACT IN THE
RANCHO RINCONADA DE LOS GATOS
FILED IN BOOK "F" OF MAPS, AT PAGE 40

LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

NOVEMBER, 2023 SCALE: 1"=20'

HANNA - BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

BOUNDARY DETERMINATION AND LOCATABLE RECORD EASEMENTS

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SOUTH TURNER STREET (PRIVATE)

SEPULVEDA COURT (PRIVATE)

SEPULVEDA CIRCLE (PRIVATE)

BENNETT WAY (PRIVATE)

LOS GATOS BOULEVARD (PUBLIC)

BLIZ 3 LLC DOC: 25271765 1,773 sq.ft.

HIRSCHMAN DOCUMENT: 21142328 PARCEL ONE 6,600 sq.ft.

DODSON DOCUMENT: 15027372 PARCEL ONE 6,600 sq.ft.

LOT 30 TRACT 10441 918 MAPS 4–18

LOT 31

LOT 1 TRACT 10117 854 MAPS 1–3

LOT 34 TRACT 10441 918 MAPS 4–18

PARCEL NN

PARCEL S

PARCEL LLL

PARCEL R

CENTERLINE OF POLELINE EASEMENT TO P.G.&E. PER 990 O.R. 425

RIGHT OF WAY FOR INGRESS AND EGRESS TO F.A. HIGUERA PER 1075 O.R. 66

DOCUMENT: 21142328 PARCEL TWO 16' RIGHT OF WAY FOR INGRESS / EGRESS

DOCUMENT: 15027372 PARCEL TWO 16' RIGHT OF WAY FOR INGRESS / EGRESS

8'x660' WATER LINE EASEMENT TO SAN JOSE WATER WORKS PER 1061 O.R. 320

INGRESS / EGRESS EASEMENT FOR WIDENED BENNETT WAY DOCUMENT: 151228557

OLD RIGHT OF WAY LINE(R4)

MONUMENT LINE(R4)

LEGEND

⊙	--- DENOTES FOUND 2.5" BRASS DISC IN CASTING, STAMPED LS 8817 PER 918 MAPS 4–18
(R1)	--- DENOTES RECORD DATA PER 918 MAPS 4–18
(R2)	--- DENOTES RECORD DATA PER DOCUMENT: 21142328
(R3)	--- DENOTES RECORD DATA PER DOCUMENT: 15027372
(R4)	--- DENOTES RECORD DATA PER 854 MAPS 1–3
PSE	--- DENOTES PUBLIC SERVICE EASEMENT
EVAE	--- DENOTES EMERGENCY VEHICLE ACCESS EASEMENT
PAE	--- DENOTES PUBLIC ACCESS EASEMENT
———	--- DENOTES DISTINCTIVE BORDER LINE
———	--- DENOTES EXISTING LOT LINE
—— – ——	--- DENOTES EXISTING CENTERLINE / MONUMENT LINE
- - - - - - - - -	--- DENOTES EXISTING EASEMENT LINE
—— —— ——	--- DENOTES OLD RIGHT OF WAY LINE

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE CENTER LINE OF SOUTH TURNER STREET AS FOUND MONUMENTED AND RECORDED AS NORTH 32° 27' 21" EAST ON THAT MAP OF TRACT 10441, FILED IN BOOK 918 OF AT PAGES 4–18, RECORDS OF THE COUNTY OF SANTA CLARA.

GENERAL NOTES:

1) SEE SHEET FOUR FOR SUBDIVISION.
2) ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

TRACT NO. 10620

FOR CONDOMINIUM PURPOSES

BEING A PORTION OF LOT 3 AS SHOWN ON
THE RECORD MAP OF THE SUBDIVISION
OF PART OF THE WALKER TRACT IN THE
RANCHO RINCONADA DE LOS GATOS
FILED IN BOOK "F" OF MAPS, AT PAGE 40

LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

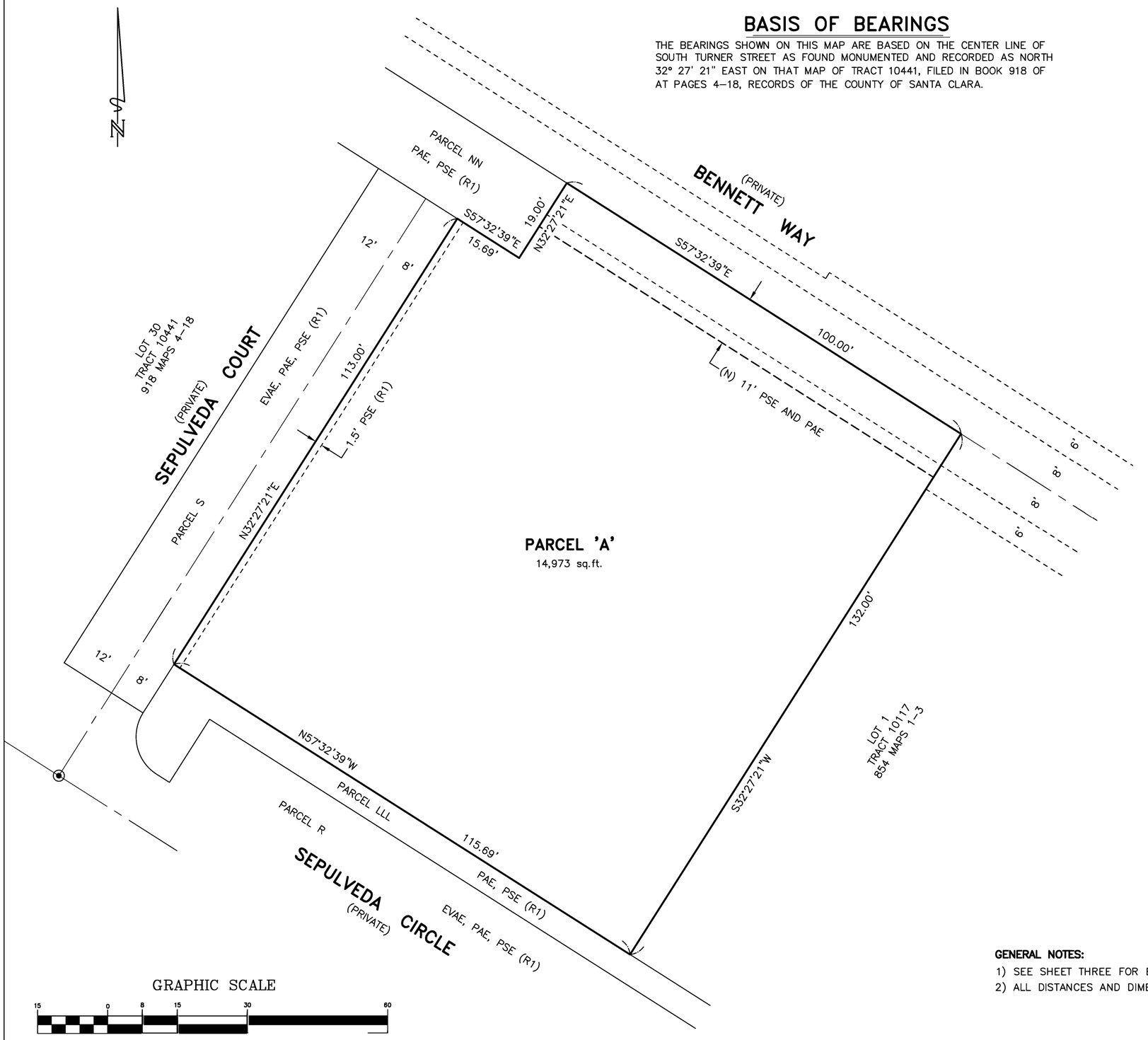
NOVEMBER, 2023 SCALE: 1"=15'

HANNA - BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

SUBDIVISION

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE CENTER LINE OF SOUTH TURNER STREET AS FOUND MONUMENTED AND RECORDED AS NORTH 32° 27' 21" EAST ON THAT MAP OF TRACT 10441, FILED IN BOOK 918 OF AT PAGES 4–18, RECORDS OF THE COUNTY OF SANTA CLARA.



GRAPHIC SCALE

15 0 8 15 30 60

(IN FEET)
1 inch = 15 ft.

LEGEND

O	---	DENOTES SET 3/4" IRON PIPE, TAGGED PLS 6809
◉	---	DENOTES FOUND 2.5" BRASS DISC IN CASTING, STAMPED LS 8817 PER 918 MAPS 4–18
(R1)	---	DENOTES RECORD DATA PER 918 MAPS 4–18
(R2)	---	DENOTES RECORD DATA PER DOCUMENT: 21142328
(R3)	---	DENOTES RECORD DATA PER DOCUMENT: 15027372
(R4)	---	DENOTES RECORD DATA PER 854 MAPS 1–3
PSE	---	DENOTES 'PUBLIC SERVICE EASEMENT'
EVAE	---	DENOTES 'EMERGENCY VEHICLE ACCESS EASEMENT'
PAE	---	DENOTES 'PUBLIC ACCESS EASEMENT'
(N)	---	DENOTES 'NEW'
———	---	DENOTES DISTINCTIVE BORDER LINE
———	---	DENOTES EXISTING LOT LINE
—— – ——	---	DENOTES EXISTING CENTERLINE / MONUMENT LINE
- - - - - -	---	DENOTES EXISITNG EASEMENT LINE
– – – – –	---	DENOTES NEW EASEMENT LINE

GENERAL NOTES:

1) SEE SHEET THREE FOR BOUNDARY DETERMINATION AND LOCATABLE RECORD EASEMENT LOCATIONS.
2) ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 11

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Three-Year Agreement, with Two One-Year Extension Options, for Consultant Services, Including Pass-Through Surveying Services with Kier & Wright Civil Engineers & Surveyors, Inc., in an Amount Not to Exceed $250,000**

RECOMMENDATION: Authorize the Town Manager to execute a three-year agreement, with two one-year extension options, for consultant services—including pass-through surveying services—with Kier & Wright Civil Engineers & Surveyors, Inc., in an amount not to exceed $250,000.

FISCAL IMPACT:

The adopted FY 2025–26 Parks and Public Works Operating Budget includes sufficient revenue (Account 1115999-48615) and expenditure (Account 1115999-68615) appropriations to fund this pass-through service contract. Surveying services related to Town-funded projects may also be charged to Program 5202 – Engineering Development Services or to specific capital projects, contingent on available funding.

STRATEGIC PRIORITIES:

This staff report advances the Town's Strategic Priority of Quality Public Infrastructure by ensuring compliance with state and local laws during parcel maintenance and modification processes.

PREPARED BY: James Watson
Senior Civil Engineer – Land Development

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

BACKGROUND:

As part of its Engineering Development Services, the Town conducts mapping, map check review, and land surveying services. The Parks and Public Works Department does not have a Town Surveyor on staff, so these services are performed by a consultant who acts as the Town

Surveyor. This includes the review of parcel maps and final maps; legal descriptions and plats for lot line adjustments, easement and right-of-way dedications; certificates of compliance, and other documents for technical correctness, adherence to codes, ordinances, the Professional Land Surveyor's Act, and the Subdivision Map Act. The Town receives a number of complex and occasionally invalid requests from developers seeking to create new developable lots. These requests require technical evaluation by a qualified surveyor with expertise in land use law and historical chain-of-title research.

DISCUSSION:

On May 15, 2025, Parks and Public Works ("PPW") staff posted a Request for Qualifications ("RFQ") for Town Surveyor Services on OpenGov. The scope of the RFQ was to secure a contract with a licensed land surveyor to serve as the Town Surveyor. California's Subdivision Map Act requires the Town to have a California licensed surveyor to review and approve development maps and other land development documents. The RFQ scope also included general on-call services to allow the Town to utilize the highest-ranked surveyor for additional needs, such as property boundary dispute research. On June 4, 2025, the solicitation closed, resulting in the receipt of five proposals.

Staff reviewed the five proposals and ranked the following consultants: Bellecci & Associates, CSWST2, Kier & Wright Civil Engineers & Surveyors, Inc., and Wilsey Ham. The Town ranking panel included the Town Engineer, PPW Superintendent, and the Town's Senior Land Development Engineer.

After reviewing the qualifications submitted, the panel unanimously agreed that Kier & Wright Civil Engineers & Surveyors, Inc. was the most qualified consultant for the Town surveyor role.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a consultant agreement with Kier & Wright Civil Engineers & Surveyors, Inc. (Attachment 1) in an amount not to exceed $250,000 for a three-year term, with the option for two one-year extensions.

COORDINATION:

This report was developed in coordination with the Town Attorney, Finance Department, Parks and Public Works Director, and Town Engineer.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Agreement for Services with Kier & Wright Civil Engineers & Surveyors, Inc., with Exhibit A

AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 5th day August 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Kier & Wright Civil Engineers And Surveyors ("Service Provider"), identified as an C Corporation and whose address is 2850 Collier Canyon Rd, Livermore, CA 94551. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.

1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Town desires to engage Service Provider to provide Town Surveyor Services.

1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENTS

2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on June 4, 2025, which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. The effective date of this Agreement shall begin upon execution through August 5, 2028. The term of this Agreement may be extended twice, in one-year increments, upon mutual written consent of the parties, subject to appropriation of funds, notwithstanding any other provision in this agreement.

2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation: Compensation for services in the amount **not to exceed $250,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
Email (preferred): AP@losgatosca.gov

2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to

an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

i. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.

ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees. As required by the

State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Kier & Wright Civil Engineers and Surveyors
2850 Collier Canyon Rd
Livermore, CA 94551

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

SIGNATURE

Chris Constantin

FULL NAME

DATE SIGNED

Town Manager

TITLE

SIGNATURE

Joe Thompson

FULL NAME

DATE SIGNED

Principal

TITLE

SIGNATURE

Nicolle Burnham

FULL NAME

DATE SIGNED

Director of Parks and Public Works

TITLE

SIGNATURE

Gabrielle Whelan

FULL NAME

DATE SIGNED

Town Attorney

TITLE

SIGNATURE

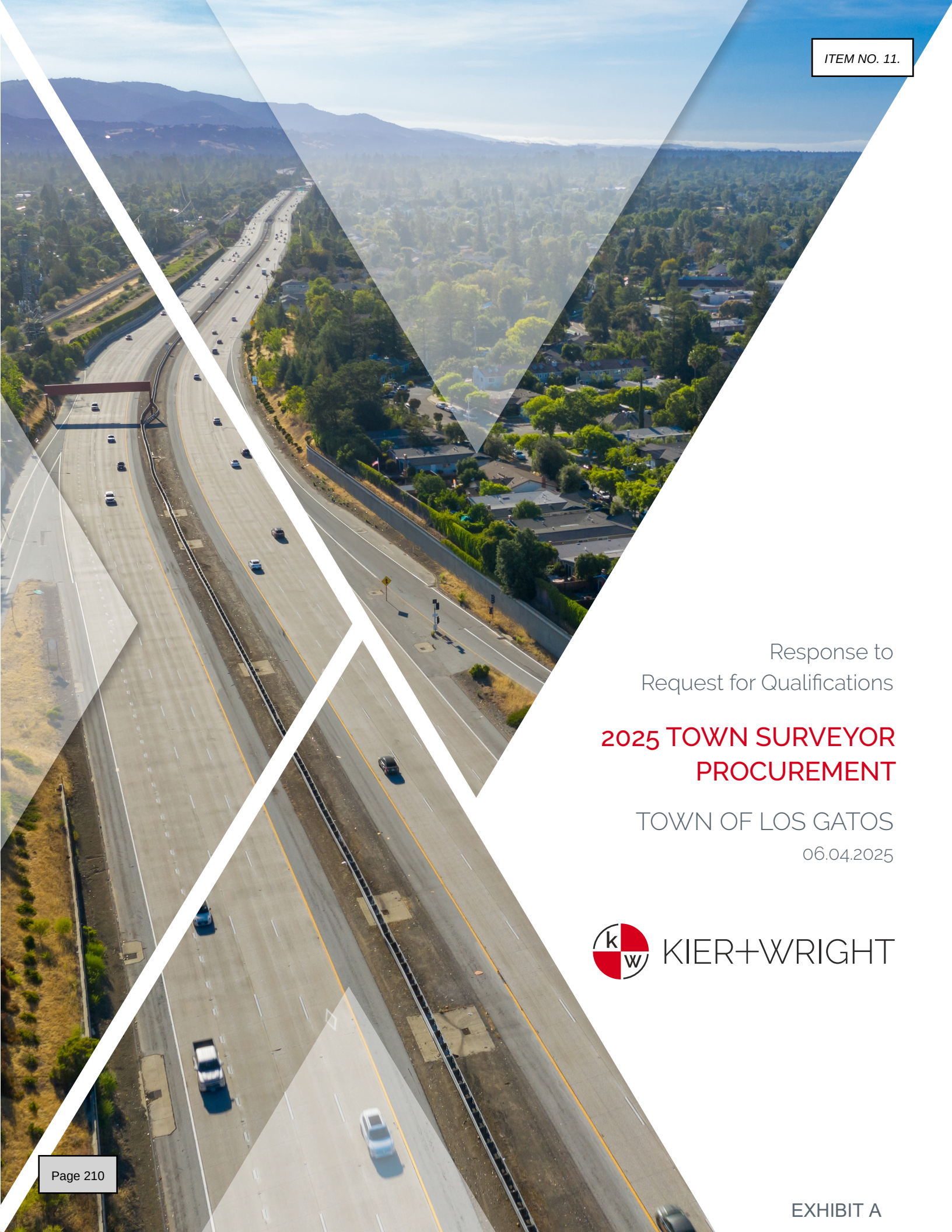
Wendy Wood

FULL NAME

DATE SIGNED

CMC, Town Clerk

TITLE



Response to
Request for Qualifications

2025 TOWN SURVEYOR PROCUREMENT

TOWN OF LOS GATOS

06.04.2025

KIER+WRIGHT

EXHIBIT A

Other firms are not as responsive as Kier + Wright

Jeff Tang | Associate Civil Engineer
Zone 7 Water Agency

Thank you for the great work product K+W has always provided. I have been working with various members of the K+W team for most of my 20 years at Westcore, and it has always been a pleasure. I cannot begin to tell you how much I have learned from the K+W surveyors over the years

Diane Robertson | Transactions Lead
Westcore

KIER+WRIGHT

June 4, 2025

Town of Los Gatos
Selection Committee

RE: Town of Los Gatos 2025 Town Surveyor Procurement

Nestled at the base of the Santa Cruz Mountains, the Town of Los Gatos blends historic charm with regional influence, serving as a cultural and economic anchor in the South Bay. It's vibrant downtown and strong sense of community provides a gateway to the tech corridor while offering a unique connection to the natural beauty of the broader region. As greater access to housing, safe streets and natural open spaces offers fiscal challenges, we understand the need for collaborative partners that will deliver highly responsive and technically superior services. These efforts will require a survey team that is not only experienced but deeply familiar with the Town of Los Gatos' evolving infrastructure needs and public engagement expectations.

K+W has reviewed the Town of Los Gatos' Proposed Agreement and has no deviations or exceptions.

All addendums have been received + reviewed.

With over a decade of continuous experience working directly for the Town of Los Gatos, K+W offers a valuable understanding of your standards, internal workflows, and review processes. Our team has supported a wide range of initiatives—from street improvement surveys and ADA compliance assessments to mapping for public facilities, open space, and recreational facilities. In doing so, we have developed strong working relationships with Town of Los Gatos staff and have consistently provided responsive, high-quality deliverables.

Beyond our direct work with the Town of Los Gatos, K+W has served as an on-call surveyor to municipalities across California, providing services tailored to public-sector timelines and permitting structures. We understand the importance of flexibility, responsiveness, and clear communication in a public setting.

We are ready to hit the ground running. Our team stands prepared to deliver rapid-response surveying services with the consistency, accuracy, and professionalism that the Town of Los Gatos has come to expect. We are proud of our long-standing partnership and remain committed to supporting your vision and goals through reliable, community-focused surveying solutions.

Sincerely,

Joe Thompson, PLS
Principal-in-Charge, QA/QC
jthompson@kierwright.com
925.412.3883

2850 Collier Canyon Road
Livermore, CA 94551
925.245.8788
kierwright.com

Table of Contents

TABLE OF CONTENTS

FIRM QUALIFICATIONS 7

Firm Profile 7
Public On-Call Experience 8
Town of Los Gatos Experience 10
Subconsultants 11

TEAM QUALIFICATIONS 13

Team Overview 13
Organizational Chart 14
Resumes 15

PROJECT APPROACH 21

Scope of Services 21
Coordination + Process 25
Final Map Review Comment Letter 26

REFERENCES 29

Three Past Client References 29
Additional References 29

SAMPLE PROJECTS 31

Projects of Similar Scope 31

OTHER RELEVANT EXPERIENCE 35

Aerial Mapping + 3D Scanning 35

Firm Qualifications

FIRM PROFILE

In the 1990's, Kier + Wright (K+W) began offering land surveying services to local agencies and municipalities on an on-call basis. With each on-call contract awarded to our firm, we have established our experience as an on-call extension of public agency staff. Our surveyors are accustomed to working on a task order basis, and over years of experience with this kind of project delivery, have developed processes that streamline scheduling and allocation of resources for on-call task orders. Many of our public sector clients have continued to renew on-call agreements with us over time. We treat each new on-call opportunity as a relationship that will last decades—and we work hard to show our public sector clients that their goals are our goals.

K+W is trusted by many cities to bring their public improvements to life, such as the *Town of Los Gatos*, City of Hayward, the City of Alameda, City of Dublin, City of Livermore, and many local municipalities including *Alameda County Public Works*, Zone 7 Water Agency, and *Alameda County Water District.* Relying on our highly collaborative approach and decades of experience to influence our innovative solutions to their unique needs predicated by their company cultures and missions.

K+W's growth and success is largely due to referrals, repeat business, and our underlying philosophy that demands the *highest quality professional service,* responsibility to client needs, and timeliness.

OFFICE LOCATIONS

K+W is a California Corporation with offices in Livermore, Santa Clara, Gilroy, Manteca, Sacramento, Camarillo, Irvine, Escondido, and Austin, Texas.

RESPONDING TO EMERGENCY SITUATIONS

K+W is built for flexibility. We understand that on-call contracts come with varying timelines, scopes, and budgets—and we're prepared to respond quickly to meet the Town lf Los Gatos' milestones.

Our experienced team of surveyors, engineers, and technicians are accustomed to being deployed as needed to support fast-moving projects. Thanks to the size and structure of our firm, we can manage multiple projects in parallel while maintaining quality and meeting concurrent deadlines.

1972
Founded

9
Offices

215
Employees

35
Licensed
Civil Engineers

14
Licensed
Land Surveyors

100+
LEED Certified
Projects

Assigned Task-Orders

Pre-Qualified Services

PUBLIC ON-CALL EXPERIENCE

Agency	Served Since	Aerial Mapping + Photogrammetry	ALTA Survey	As-Built Surveys	Boundary Surveys	Construction Staking	Final Map Review	Flood Certifications	GPS Surveys	L:AFCO Mapping/Descriptions
Alameda County Public Works Agency	2001	●	●	●	●	●	●	●	●	●
Alameda County Zone 7 Water Agency	1997	●	●	●	●	●	●	●	●	●
City of Alameda	2016	●	●	●	●	●	●		●	●
City of Antioch	2021	●	●	●	●	●	●			●
City of Burlingame	2018	●	●	●	●	●	●		●	●
City of Dublin	2016	●	●	●	●	●	●		●	●
City of Hayward	2014	●	●	●	●	●	●		●	●
City of Livermore	2002	●	●	●	●	●	●		●	●
City of Milpitas	2016	●	●	●	●	●	●		●	●
City of Newark	2016	●	●	●	●	●	●		●	●
City of Pleasanton	1998	●	●	●	●	●	●		●	●
City of Port Hueneme	2017	●	●	●	●		●			●
City of San Leandro	2016	●	●	●	●	●	●		●	●
City of Thousand Oaks	2017	●	●	●	●		●			●
City of Walnut Creek	2016	●	●	●	●		●		●	●
City of Sunnyvale	2020	●	●	●	●	●	●		●	●
County of Contra Costa	2024	●			●			●	●	
Midpeninsula Open Space District	2002	●	●		●		●			●
Town of Los Gatos	2012	●	●	●	●	●	●		●	●
Ventura County General Services Agency	2016	●	●	●	●	●	●		●	

Assigned Task-Orders

Pre-Qualified Services

PUBLIC ON-CALL EXPERIENCE *cont.*

Agency	Leveling Surveys	Lot Line Adjustments/Lot Mergers	Pothole of Existing Utilities	Preparation of Legal Descriptions	Processing with County Recorder	Provision of Title Reports	Survey Mapping/Corner Records	Research of Existing Utilities	Research of Existing Base Maps	ROW/Appraisal Mapping	Topographic Design Surveys
Alameda County Public Works Agency		●				●	●	●	●		●
Alameda County Zone 7 Water Agency	●	●		●	●	●	●	●	●	●	●
City of Alameda	●	●		●	●	●	●	●	●	●	●
City of Antioch	●	●		●	●	●	●	●	●	●	●
City of Burlingame	●	●		●	●	●	●	●	●	●	●
City of Dublin	●	●		●	●	●	●	●	●	●	●
City of Hayward	●	●		●	●	●	●	●	●	●	●
City of Livermore	●	●		●	●	●	●	●	●	●	●
City of Milpitas	●	●		●	●	●	●	●	●	●	●
City of Newark	●	●		●	●	●	●	●	●	●	●
City of Pleasanton	●	●		●	●	●	●	●	●	●	●
City of Port Hueneme	●	●		●	●	●	●	●	●	●	●
City of San Leandro	●	●		●	●	●	●	●	●	●	●
City of Thousand Oaks	●	●		●	●	●	●	●	●	●	●
City of Walnut Creek	●	●		●	●	●	●	●	●	●	●
City of Sunnyvale	●	●		●	●	●	●	●	●	●	●
County of Contra Costa					●					●	●
Midpeninsula Open Space District		●		●	●	●	●	●	●		●
Town of Los Gatos	●	●		●	●	●	●	●	●	●	●
Ventura County General Services Agency		●				●	●	●	●		●

TOWN OF LOS GATOS

K+W's longstanding relationship with the Town of Los Gatos includes serving as Town Surveyor and On-Call Surveyor, supporting a wide range of public and private initiatives. This depth of experience allows us to navigate local requirements efficiently and deliver high-quality, reliable surveying services. Our familiarity with local standards ensures seamless collaboration and responsive service on every project we undertake.

Projects have included:

- Water Infrastructure Improvements
- Utility Infrastructure Improvements
- Traffic + Street Improvements
- Public + Community Facilities
- Education + Campus Improvements
- Healthcare Facilities
- Mixed-Use + Residential



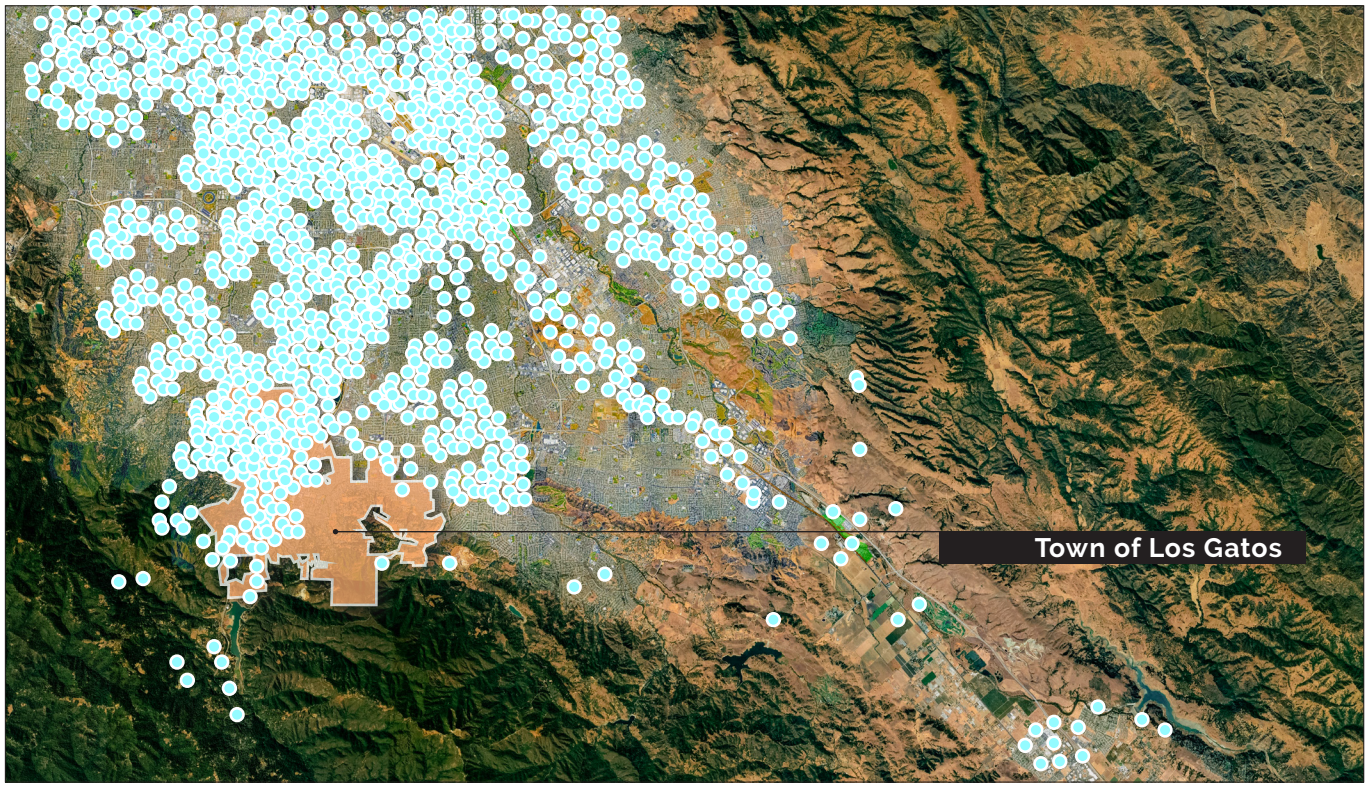
1000+

PROJECTS WITHIN SANTA CLARA COUNTY



200+

PROJECTS WITHIN THE TOWN OF LOS GATOS



K+W project locations near and within the Town of Los Gatos

SUBCONSULTANTS

COOPER AERIAL

Cooper Aerial boasts a well-connected staff of photogrammetrists, imagery specialists, project managers, traditional survey experts, aerial imagery collection experts, and GIS specialists. The firm's commitment to quality is embodied in the longevity of the company's experience and long-term relationships. Cooper has redefined how maps are made throughout the industry and has evolved operations by leveraging technological advances together with traditional methodologies.

Cooper Aerial provides professional photogrammetric mapping and imagery services for a variety of industries and market sectors throughout the United States, Mexico, and Canada.

Local Office:
6220 24th St.,
Sacramento, CA 95822
916.391.1651

COASTLINE UTILITY SERVICES

Coastline Utility Services is a *premier utility locating firm serving California's Central Coast and Bay Area.* Specializing in the identification and marking of underground utility mains the company leverages advanced equipment and proven techniques to deliver precise, efficient results. Coastline Utility is committed to minimizing risk and ensuring safe development through high-quality, cost-effective solutions. With deep regional expertise and a focus on accuracy, their team provides comprehensive utility locating and drain system inspection services—supporting property owners, developers, and contractors with timely, reliable data essential for informed decision-making.

Serving the Central Coast and San Francisco Bay Area
805.234.4620

COOPER AERIAL

COASTLINE UTILITY SERVICES





At K+W, land surveying is more than a foundation for our designs - it's a core component of the services that we offer.

Team Qualifications



TEAM QUALIFICATIONS

To support this contract, K+W has assembled a team of professionals with deep expertise and a proven track record of ingenuity, collaborating effectively and rapidly responding to client needs. They all have prior experience managing on-call task orders.

PRINCIPAL-IN-CHARGE, QA/QC

Joe Thompson, the principal responsible for overseeing all land surveying and mapping services provided from K+W's Livermore office location, will be our contract manager. He will support task orders on a supervisory level, will provide internal QA/QC review during topographic survey and mapping task orders, and will be responsible for ensuring that our survey managers have the resources needed to continue providing the Town of Los Gatos with consistent, efficient, cost-effective service.

GENERAL SURVEYING + MAPPING

Topographic and boundary surveying, drone photogrammetry and mapping task orders will be managed by *Dean Jurado (day-to-day contact). Kc Keller* will be available to support efforts as needed. These two highly experienced Senior Land Surveyors will work in tandem as project managers and direct points of contact for the Town of Los Gatos.

SUBCONSULTANTS

COOPER AERIAL - PHOTOGRAMMETRY

For any task orders where our in-house drone aerial photogrammetry are prohibited from mobilizing, K+W will utilize Cooper Aerial Surveys. Our Project Managers will directly coordinate with Cooper to schedule flights as needed.

COASTLINE UTILITY - HVAC POTHOLING + UNDERGROUND UTILITY LOCATING

Coastline will provide HVAC potholing and underground utility locating services as needed. In our previous on-call surveying contracts with the Town of Los Gatos, we have not yet needed to utilize these services however we have them ready for any task orders that require HVAC potholing or underground utility locating.

ORGANIZATIONAL CHART

PRINCIPAL-IN-CHARGE, QA/QC



Joe Thompson
PLS

LAND SURVEYING TEAM

PROJECT MANAGER/DAY-TO-DAY CONTACT



Dean Jurado
PLS

SENIOR PROJECT SURVEYOR



Kc Keller
PLS

LAND + AERIAL SURVEYING SUPPORT

TECHNICIANS + FIELD CREWS

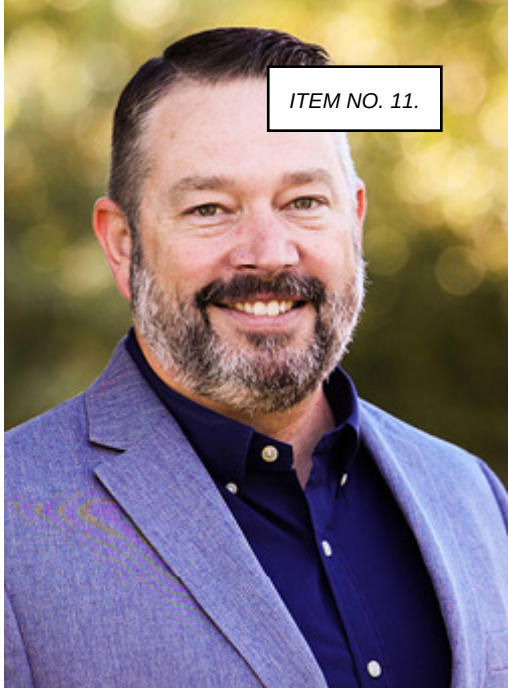
SUBCONSULTANTS

COOPER AERIAL - PHOTOGRAMMETRY

COASTLINE - HVAC POTHOLING + UNDERGROUND UTILITY LOCATING

JOE THOMPSON, PLS
Principal-in-Charge, QA/QC

Joe has 28 years of surveying experience for land development projects, including public improvement projects for city and county municipalities. He regularly oversees public surveying task orders related to water resources and flood control. Joe is known for rapidly responding to public clients and understanding K+W's role as the Surveyor for improvements that impact the public well-being. Under his leadership, K+W's public client list has grown at a rapid rate, which is a testament to his superior management.



Licenses + Registrations
PLS, California

Years Experience
28

PROJECT EXPERIENCE

Almaden Road Improvements, Los Gatos, CA
Town of Los Gatos

Kennedy Road Improvements, Los Gatos, CA
Town of Los Gatos

Shannon Road Map Review, Los Gatos, CA
Town of Los Gatos

Harwood Road Improvements, Los Gatos, CA
Town of Los Gatos

Roberts Road Lot Line Adjustment, Los Gatos, CA
Town of Los Gatos

Blossom Hill Road Parcel Map, Los Gatos, CA
Town of Los Gatos

On-Call Surveying, Alameda, CA
City of Alameda

On-Call Surveying - Various Tasks, Alameda County, CA
Alameda County Public Works Agency

Various On-Call Surveying Tasks, Alameda County, CA
Alameda County Water District

Zone 7 Water Agency On-Call Surveying - Various Tasks, Alameda County, CA
Alameda County Zone 7 Water Agency

On-Call Surveying - Various Tasks, Livermore, CA
City of Livermore

On-Call Surveying - Various Tasks, Pleasanton, CA
City of Pleasanton

On-Call Surveying - Various Tasks, Dublin, CA
City of Dublin.

Veteran's Way Street Improvements, Livermore, CA
City of Livermore

Oaks Business Park Regional Public Improvements, Livermore, CA
City of Livermore

On-Call Survey Contract - Various Tasks, Antioch, CA
City of Antioch

400+
PUBLIC ON-CALL CONTRACTS

120+
TOWN OF LOS GATOS PROJECTS



DEAN JURADO, PLS

Associate, Project Manager, Day-to-Day Contact

Dean Jurado has 40 years of land surveying experience. Specialties include on-call map-checking for municipal agencies, topographic surveys, and ALTA surveys. Particular areas of expertise include right-of-way surveys, records of survey, well surveys, boundary resolutions and condominium maps. He is currently an acting town surveyor for the Town of Los Gatos and an acting city surveyor for Milpitas, Dublin, and Burlingame. In late 2019, Dean served as the interim county surveyor for the Alameda County Public Works Agency.

Licenses + Registrations
PLS, California

Years Experience
40

400+
PUBLIC ON-CALL CONTRACTS

120+
TOWN OF LOS GATOS PROJECTS

PROJECT EXPERIENCE

Kennedy Road Improvements, Los Gatos, CA
Town of Los Gatos

Shannon Road Map Review, Los Gatos, CA
Town of Los Gatos

Harwood Road Improvements, Los Gatos, CA
Town of Los Gatos

Roberts Road Lot Line Adjustment, Los Gatos, CA
Town of Los Gatos

Los Gatos High School Street Abandonment, Los Gatos, CA
Los Gatos-Saratoga Union High School District

City of Antioch On-Call, Antioch, CA
City of Antioch

On-Call Map-Checking, Dublin, CA
City of Dublin

On-Call Map-Checking, Milpitas, CA
City of Milpitas

On-Call Surveying, Alameda, CA
City of Alameda

On-Call Municipal Utility Surveying Services, Alameda, CA
Alameda Municipal Power

Zone 7 Line Repairs: J-1 and F; J and J-6, Dublin, CA
Alameda County Zone 7 Water Agency

Alameda Creek + Arroyo de la Agua at Hwy. 84 Right-of-Way Survey, Sunol, CA
Alameda County Zone 7 Water Agency

On-Call Map-Checking, Burlingame, CA
City of Burlingame

Downtown Specific Plan Improvements, Livermore, CA
City of Livermore

D Street 3D Scanning, Hayward, CA
Alameda County Public Works

KC KELLER, PLS
Associate, Senior Project Surveyor

Kc Keller has been a part of K+W's Livermore mapping department since 2013. His 12 years of land surveying experience includes survey drafting, mapping, and management of various survey tasks for a diverse range of land development and infrastructure improvement projects. Areas of expertise include complex boundary resolutions and the management, production and coordination of design-level topographic survey projects. As the Senior Land Surveyor assigned to this project, Kc will be responsible for overseeing the day-to-day progress of survey work. He will coordinate with office survey technicians and drafters to ensure that work is completed in conformance with the project schedule.



Education
B.S. Geomatics Engineering
CSU Fresno

Licenses + Registrations
PLS, California
PLS, New Mexico

Years Experience
12

PROJECT EXPERIENCE

Chicago + New York Ave. Vacation, Los Gatos, CA
Town of Los Gatos

970 McLaughlin Industrial, San Jose, CA
Seefried Industrial Properties

Fortune Business Center, San Jose, CA
Fortune Business Center

Hampton Inn, Sunnyvale, CA
Intermountain Management

Arques Ave. Improvements, Sunnyvale, CA
Jones Day

Robert Livermore Park Solar Canopy Project, Livermore, CA
Livermore Area Recreation + Park District

Zone 7 Headquarters Monitoring, Livermore, CA
Zone 7 Water Agency

City of Pleasanton On-Call, Pleasanton, CA
City of Pleasanton

City of Sacramento On-Call, Sacramento, CA
City of Sacramento

Somersville Town Center, Antioch, CA
City of Antioch

Short Term Ace Train Station Parking, Pleasanton, CA
City of Pleasanton

Zone 7 Line Repairs, Pleasanton, CA
Zone 7 Water Agency

Sportsfield Park Survey, Newark, CA
City of Newark

City of Madera Wastewater Treatment Plant Solar Installation, Madera, CA
City of Madera

Madera Municipal Airport Solar Installation, Madera, CA
City of Madera

1250 Old Bayshore Highway | Aerial Topographic Survey, Burlingame, CA
City of Burlingame



150+
PUBLIC ON-CALL CONTRACTS



200+
PROJECTS IN SANTA CLARA COUNTY

Years Experience
17

Branch Office
Phoenix, AZ

PHILIP GERSHKOVICH, CP - COOPER AERIAL
Lead Photogrammetrist

Philip has more than 17 years of experience and is a highly respected member of the aerial mapping community. In 2016, Philip acquired Cooper Aerial Surveys, Co. and became President & CEO. Since taking on this key leadership role, Philip has leveraged his extensive knowledge of computer science to bring Cooper to new heights in technology and innovation. Philip oversees many large-scale projects throughout Arizona and nationally. He works hands-on with each client and project that Cooper undertakes. His work with agencies such as the Department of Transportation, townships, counties, and numerous major developers, gives him the necessary skillset to manage projects of any size.

PROJECT EXPERIENCE

I-580/Corral Hollow, Photogrammetrist,
Tracy, CA

Conducted an aerial mapping project of the I-580/Corral Hollow area for CALTRANS. The project involved capturing GSD Color Imagery through two flight lines comprising 13 exposures, resulting in 11 mapping models. Utilizing aerial ground control established by Mark Thomas, the team generated a 1"=50' scale map in stereo, including all planimetric features and a 3D Digital Terrain Model, essential for producing 1' contour lines. LiDAR technology was employed for comprehensive 3D rendering and to classify the terrain to Bare Earth, facilitating the contour processing. Additionally, the project encompassed flight services to acquire 1:3600 color photography, lab services for scanning all photography at 10 microns, and imagery services to produce an orthorectified file. The final deliverables included an analytical bridging report and digital files in accordance with Caltrans Requirements.

Sr 87 & Capitol Expressway, Photogrammetrist,
San Jose, CA

Conducted an aerial mapping project for CALTRANS at the SR 87 & Capitol Expressway site. The operation included acquiring 1:3600 color photography across two flight lines with a total of 13 exposures, leading to the development of 11 mapping models.

Utilizing aerial ground control implemented by HMH CA, the team produced a 1"=50' scale map in stereo, incorporating all planimetric features and a 3D Digital Terrain Model for the generation of 1' contours. This project yielded various deliverables, including 2D and 3D AutoCAD files of the contours and plan, a 3D AutoCAD file of the DTM, ASCII format files of the DTM, Civil 3D XML surface files, orthorectified imagery, and Microstation 2D and 3D files. Lab services also scanned all photography at 10 microns, ensuring high-resolution data for processing and analysis.

COOPER AERIAL

NORMAN BANKS - COASTLINE
Lead Locating Technician

Years Experience
10

Branch Office
Livermore

Norman is a seasoned utility technician with hands-on experience in locating, marking, and gas service operations. As the Lead Locate and Mark Technician at Coastline Utility Services, he oversees daily operations and technician training as well as champions safety and quality control. His expertise spans from high-priority fiber locating using advanced detection tools to complex propane system installations and conversions. Norman brings a strong combination of technical skill, field leadership, and operational know-how to every project.

PROJECT EXPERIENCE

Lead Locate and Mark Technician, Coastline Utility Services,
Livermore, CA
Responsible for day to day operations and management. In charge of training and technician management.

Locate and Mark Technician, Stake Center Locating,
Northern California
In coordination with Supervision and other Technicians: Coordinated with other utilities including construction companies and homeowners to carry out the Locate and Mark process as needed. Use of ML3 Vivax and Pipe Horn 800 to locate High Priority Fiber.

Locate and Mark Technician, PG&E,
San Francisco / Richmond, CA
In coordination with Supervision and other Technicians: Coordinated with other utilities including construction companies and homeowners to carry out the Locate and Mark process as needed. Use of ML3 Vivax and Pipe Horn 800 to locate electrical and gas facilities.

Lead Gas Service Technician, Advanced Elevator Solutions,
Concord, CA
In coordination with upper Management and Newly, acquired or current duties included: Class B Driver Hazmat Endorsed, Craned Boom Truck operator, Multiple Craned service Trucks. Transportation Delivery Driver of bulk Propane (Bob Tail) to various locations. Traveling to various sites residential and commercial Installing new propane systems. To include Propane Tanks, Gas Lines, Regulators, Meters, and Appliances. Diagnosis Trouble Shooting and repair of Propane driven equipment and appliances. Conducted natural gas to propane conversions. Understanding of chemical flow, pressures, temperatures, and regulation of flow.

COASTLINE UTILITY SERVICES

Project Approach



PROJECT APPROACH

SCOPE OF SERVICES

Our experience providing the Town of Los Gatos and other local municipalities with on-call surveying services informs our following overview of the scope of service items anticipated for this contract.

AERIAL MAPPING + PHOTOGRAMMETRY

K+W has a rigid approach to the aerial mapping process that insures that our surveys maintain the highest level of accuracy possible. We can utilize aerial triangulation methods as well as fully ground control approach. We have also incorporated drone flights and have dedicated licensed drone flight operators that excel in aerial mapping and photogrammetry using our professional-grade Wingtra drones. We also prefer to limit our model size so that flying height can be lowered to provide our mapping consultant with the ability to maximize vertical accuracy. Our project surveyor will work with the Town of Los Gatos staff to identify the survey usage and limits, develop a mission plan and have our survey crews execute the ground control field work and then we will utilize our drones to capture aerial photogrammetry data or work with Cooper Aerial when the environment limits drone flights. Once the mapping is complete we will then conduct supplemental ground topographic surveying as needed. Once the field work is complete the drafting process will begin along with the follow up field and office checking procedures that we have in place as a part of our quality control process.

ALTA SURVEY

ALTA surveys will be prepared in conformance with the 2021 ALTA/NSPS Minimum Standard Detail Requirements and Accuracy Standards for land title surveys along with any optional Table A items the Town of Los Gatos may require. We have a fully developed in-house process for ALTA surveys and routinely deliver 5-10 of these surveys per week to our clients.

ALTA BUILT SURVEYS

Working with the Town of Los Gatos project manager or inspection staff we will perform field surveys to confirm the condition of as-built improvements. Where applicable, we can utilize our 3D scanning capabilities to accurately capture existing conditions. We typically meet on-site with client staff to define their concerns and develop a work plan on how to insure that the deliverables will meet their needs.

BOUNDARY SURVEYS

Our normal approach to boundary surveys start with the completion of detailed research for survey maps, deeds, and other documentation that is germane to the project. This research begins with the Town of Los Gatos survey records, continues into the recorded documents and maps available from the public records and then the County map and file room records are explored for relevant information. Once the research is complete, a boundary mosaic is prepared that will allow the project surveyor to understand how the boundary or right-of-way latches together and also serves as the roadmap for both the field survey as well as the boundary resolution. Using the mosaic and preliminary calculations the field survey effort can be focused and effective in providing the needed information both quickly and economically. Once the field survey work is complete then the field monument and improvement positions are compared against the record information and a fully resolved boundary survey is completed.

FINAL MAP REVIEW

K+W will review Subdivision Maps for conformance with the Subdivision Map Act and the Town of Los Gatos requirements. We will review the map for technical correctness, and will sign the map as the Acting City Surveyor. Working with the Town of Los Gatos staff we will develop a procedure to handle the submittals quickly and efficiently. This can be done either by a fully electronic transmission process or with printed copies.

GPS SURVEYS

We consider the utilization of GPS equipment in the surveying process as a tool designed to make our survey crews more efficient. We currently have 8 pairs of Trimble GPS receivers with base stations along with several remote base station systems available. We utilize Trimble Business Center for reduction and checking of data and we have the capability to handle any GPS surveying task that our clients may need. We are also conscious of vertical accuracy requirements so often times we supplement the elevations from the GPS data by running digital level loops over the ground control points.

LEVELING SURVEYS

All leveling surveys will be completed by utilizing a Trimble digital level and closed differential level loops. We have 6 of these levels, several of which conform to NGS specifications for Blue Book benchmark leveling. The data is checked and reduced using the Trimble Business Center programs to insure quality control. For one of our on-call clients we have developed a 6 mile system of repeatable rigid high accuracy level runs for subsidence monitoring purposes. Our crews are familiar with using both a double rodded and return loop procedures.

LOT LINE ADJUSTMENTS/LOT MERGERS

We routinely use the Lot Line Adjustment process on both our on-call and on our development projects as this vehicle allows our clients the most flexibility when reconfiguring parcels. We are finding that more and more municipalities prefer to use the Parcel Map Waiver process to adjust or merge parcel lines and we also use this process routinely. We are comfortable using either method.

POTHOLE OF EXISTING UTILITIES

During the course of the design project potential utility conflict areas will be identified and a plan of action for the potholing of the existing utility lines will be prepared. We can work with the client to engage the services of a pre-approved contractor or with Badger Daylighting to uncover these utility lines and then work with the contractor to gather field data to document the as-built locations and elevations of these facilities.

PROCESSING WITH COUNTY RECORDER

K+W is very familiar with the procedures and staff at the Santa Clara County Clerk and Recorder's Office, and can process any document to recordation. We will also work closely with the Title Company that the Town of Los Gatos uses to streamline this process whenever possible.

PROVISION OF TITLE REPORTS

We would work with the Town of Los Gatos to obtain any title reports or other Title Company services that may be needed to complete the needed tasks. Typically our clients have a Title Company under contract to provide Title Services however if one is not available then we have established relationships with the major Bay Area title company staff that would allow us to assist the Town of Los Gatos efficiently.

SURVEY MAPPING/CORNER RECORDS

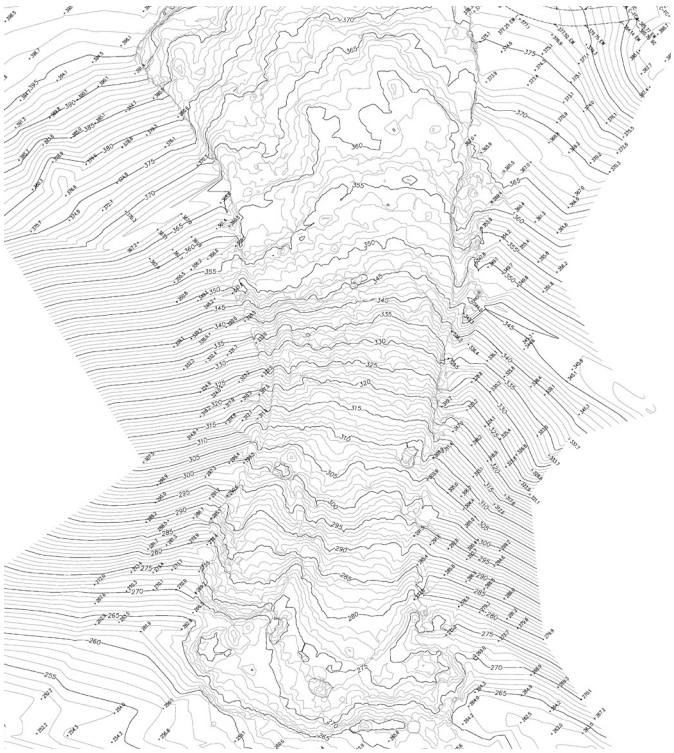
If the Town of Los Gatos has a project that requires a resolved boundary survey then the appropriate follow up documentation would be the filing of a Record of Survey. We approach every boundary survey with an eye to this requirement and identify early in the process an approach and budget for the Project Manager. We take this process seriously and have a good track record in processing Records of Survey through the County Surveyors office. The requirement for a Record of Survey to be filed could be triggered by the Boundary Survey process, a need to document monumentation lost by a roadway improvement project or the need to document a material discrepancy found during the course of a survey prepared for the Town of Los Gatos.

Corner Records are a useful tool used to perpetuate the locations of existing monumentation that may be lost during the construction process and document the character of any replacement monumentation set. This

is a common process that we routinely follow for our on-call clients. The record of survey or corner record will be prepared by one of our licensed surveyors and will be prepared in conformance with the provisions contained in the California Land Surveyors' Act.

ROW/APPRAISAL MAPPING

Our approach to right-of-way surveys start with the completion of detailed research for survey maps, improvement plans, existing right of way mapping, field notes, deeds and other required documentation. If the project is to be completed under the purview of Caltrans then this research begins with filing an online records request. We are familiar with the process and have prepared these items for both Cities and the local transportation agencies. For our other municipal and private clients we have recently prepared formal boundary hard copies, right of way record maps, right of way monument maps, appraisal mapping, section 83 plats and the filing of Right of Way Records of Surveys all under Caltrans specifications and following their checking process.



ADDITIONAL SERVICES

FLOOD CERTIFICATIONS

K+W will prepare FEMA elevation certificate following the guidelines established by FEMA. This work will be completed using the information contained on the current FEMA Flood Insurance Rate Maps and incorporating any modifications made by LOMR or flood insurance studies that may affect the subject property. The certificates will be based on field surveys.

LAFCO MAPPING/DESCRIPTIONS

K+W will prepare the mapping and legal Descriptions as required by LAFCO for annexation of existing parcels. Maps and descriptions will be based on record information when appropriate or a field survey when necessary. We are familiar with this process and have handled both annexations and de-annexations for our on-call clients.

PREPARATION OF LEGAL DESCRIPTIONS

Using either record data or field survey information K+W can prepare plats and legal descriptions for the Town of Los Gatos. We work with our client to develop a work plan that identifies both the record boundary of the overall subject property and the limits of the area or features to be described. We are also sensitive to the individual technical requirements that outside agencies require and we work hard to insure conformance.

EXISTING UTILITIES/BASE MAP RESEARCH

We have a full time utility researcher on staff that has the experience and relationships to conduct very efficient and complete utility research. We also have subscriptions to the research assistance services provided by both USA North and USA South that can be used to identify any utility providers that may have facilities in the area in question. Our researcher has a full database of utility contacts and form letters set up that allows them to process utility research requests quickly and they also maintain our tracking system to ensure that we can track the incoming responses.

TOPOGRAPHIC DESIGN SURVEYS

On each project, a mission plan will be generated by the project surveyor working closely with the Town of Los Gatos project manager to identify the specific needs of the design team. A comprehensive markup will be prepared for use by the field crews and support staff in understanding the level of detail requested and to identify the critical components of the survey. Our staff is experienced in the preparation of both small cross section or hand topographic surveys and large scale surveys that utilize a combination of aerial mapping and supplemental field hand survey information. Early in the process our utility researcher would be engaged to conduct full record utility research and one of our Land Surveyors would be included to develop the needed right of way, property or easement lines.

Our project surveyors, field survey crews and our drafting department conduct design level topographic surveys on a daily basis. These surveys range in size from a 50 shot as-built survey to 4 miles of freeway with over 30,000 features located on top of full range aerial mapping. Every member of our field staff is fully trained on the use of a Trimble robotic Total Station and we have spare instruments in house so that we can run two instruments on a crew when appropriate. It is not unusual for our crews to gather 1800-2500 topo shots per man per day. Our staff has this process fully vetted and prides themselves in the preparation of the highest quality, highest production topographic surveys possible.

CONSTRUCTION STAKING

For the construction staking projects that the Town of Los Gatos may require our assistance on, the inspectors and/or contractors will work with our construction survey department manager, Gerry Hammond, who will assist them in setting up a program that provides the level of service that each project requires. Typically, on these types of projects the Town of Los Gatos field inspector will contact the survey crew dispatcher directly with a staking request; the dispatcher will be available to them as needed to make sure all their needs are satisfied. The dispatcher also works directly with several staff members in the construction staking department who are dedicated to providing construction support and calculations. These staff members will conduct whatever level of preparation and plan review that may be required to support the field survey crews. They will also work with the project design team to identify any questions or concerns that may exist in the plans prior to the crews being mobilized to the field. The fact that we have over ten field survey crews working in the bay area everyday provides us with a great deal of flexibility on meeting the scheduling needs of your inspection staff or to handle any emergency staking needs that might arise.



COORDINATION + PROCESS

No K+W project is prepared within the company without being managed, reviewed, and approved by a California Licensed Land Surveyor.

Once a project task is received the project constraints are reviewed by all team members working on a specific task. Any project constraint that may cause an issue is discussed early and an action plan is prepared.

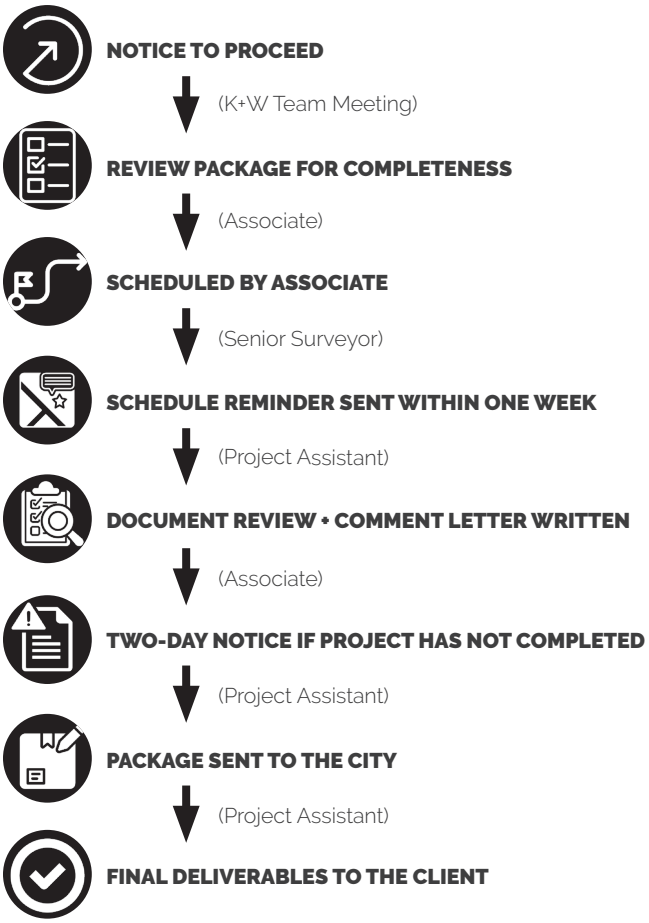
Dean Jurado, PLS, Associate, Senior Land Surveyor will be the main point of contact and will work with the Town of Los Gatos to identify the survey usage and limits, develop a mission plan, and have our survey crews execute the survey task order.

Once a mapped project has been sent to K+W, we review the package to determine if it appears to be a complete submittal. Upon confirmation, the task is scheduled to the appropriate Senior Surveyor. If a due date has been provided by the Town of Los Gatos, we use that date; otherwise, for an initial submittal, a three-week review period is scheduled.

The assigned Senior Surveyor will review the package, mark up the documents with redlines, and prepare a comment letter. At the two-week mark, a Project Assistant will send a reminder email to staff regarding the due date. If the task has already been completed, the Project Assistant will update the tracking Smartsheet accordingly. A second reminder is sent two days before the due date, and the same tracking procedure is followed. Once the review is complete, the package is submitted to the Town of Los Gatos for the Engineer's review.

Tracking tools include the Town of Los Gatos Smartsheet. Costs are controlled by reducing the number of 'handoffs' during the course of the project. Having the same dedicated map checker is an important aspect of maintaining a streamlined and efficient management approach. K+W does not switch out the map checker, They are always dedicated for the duration of the project.

PROJECTED 3-WEEK TIMELINE | KEY STAFF



KIER+WRIGHT

September 7, 2023

TOWN OF LOS GATOS,
PARK AND PUBLIC WORKS DEPARTMENT
Attn: Corvell Sparks
41 Miles Avenue
Los Gatos, CA 95030

SUBJECT: USL Parcel Map Review – 15975 Cerro Vista Drive, 1st Submittal Comments

Dear Corvell,

I have completed the first review of the USL Parcel Map Review, 15975 Cerro Vista Drive, Comments are as follows:

The required parcel map submittal documents are missing and incomplete. Attached is a marked up Parcel Map checklist for reference.

If you have any questions concerning these comments, please feel free to call me at 209-328-1123 extension 105 or email me at **djurado@kierwright.com**.

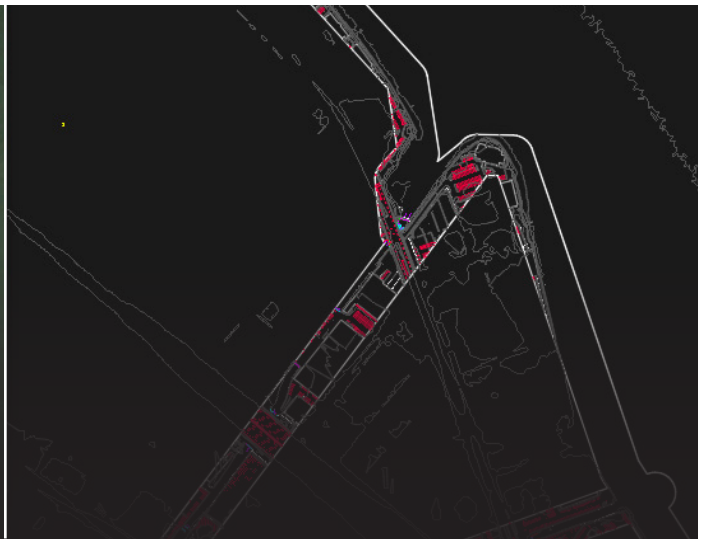
Sincerely,
KIER & WRIGHT

Dean A. Jurado PLS

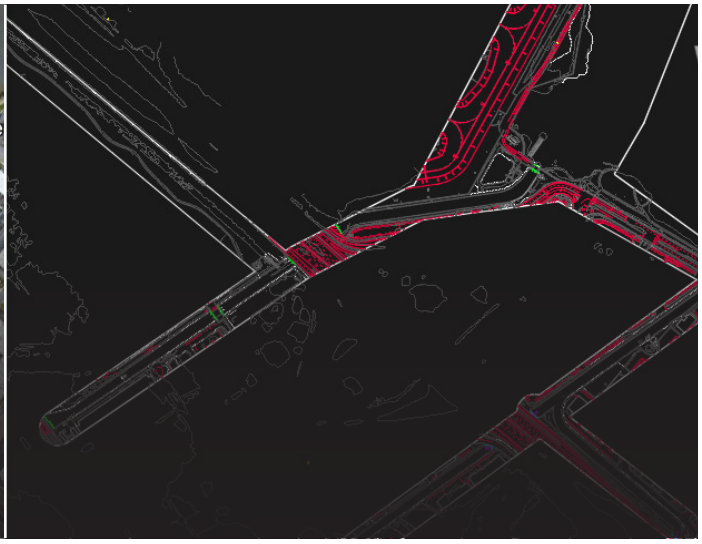
SENIOR SURVEYOR
djurado@kierwright.com, 209-328-1123 ext. 3105


Imagery Date: 9/27/2021 37°35'20.83" N 122°20'57.18" W
One Shoreline, San Mateo County
Flood + Sea Level Rise Resiliency District
Cross Section QA/QC


One Shoreline, San Mateo County
Mills Creek + Easton Creek
Cross Section QA/QC




Pipe
Pipe
Pipe w/ Gate
Pipe
One Shoreline, San Mateo County
Highline Canal + Portal Creek
Cross Section QA/QC



References

REFERENCES

With each on-call contract awarded to our firm, we have established our *experience as an on-call extension of public agency staff.* Our team is accustomed to working on a task order basis and have developed processes that streamline scheduling and allocation of resources for on-call task orders. Many of *our public sector clients have continued to renew on-call agreements with us over time.* Selected references are provided below:

JEFF TANG
Zone 7 Water Agency
925.454.5075
jtang@zone7water.com

ROBERT ALONZO
City of Milpitas
408.586.3316
ralonzo@milpitas.gov

KAN XU
City of Alameda
510.747.7974
kxu@alamedaca.gov

ADDITIONAL REFERENCES

ADAM NELKIE
City of Pleasanton
925.931.5675
anelkie@cityofpleasantonca.gov

DAVID VEASEY
City of Sacramento
916.808.6364
dveasey@cityofsacramento.org

LAURIE SUCGANG
City of Dublin
925.833.6639
laurie.sucgang@dublin.ca.gov

CHARLES ANDERSON
Schaaf & Wheeler
408.246.4848
canderson@swsv.com



"... our best on-call surveyors to date. The other firms are not responsive like K+W."

Jeff Tang
Associate Civil Engineer
Zone 7 Water Agency

Sample Projects

STREET ABANDONMENT | Town of Los Gatos

Client
Town of Los Gatos
James Watson, Sr. Civil Engineer
Land Development

Relevance
City Surveyor Services
Boundary + Record of Survey
Legal Descriptions (Vacations)

Completed
2023

Project Details

K+W provided comprehensive land surveying services to support a street abandonment project for the Los Gatos High School. The scope included a full boundary survey, record of survey preparation, and detailed boundary research to support right-of-way vacation efforts. Property corners were set, and legal descriptions with plats were prepared for three separate vacations. The team also reviewed and coordinated the preliminary title report to ensure accuracy in all documentation. *Completed within a six-week schedule,* the work provided the district with the precise mapping and documentation needed to facilitate the successful street abandonment process.

Outcome: The Record of Survey and Plats and Legal Descriptions were completed within the project timeline.

CHANNEL TOPOGRAPHIC SURVEY | Alameda County

Client
Alameda County Department of Public Works
Paul Kittredge, Sr. Land Surveyor

Relevance
On-Call Surveying
Channel-Creek Restoration
Topographic + 3D Ground Imaging

Completed
2017

Project Details

K+W provided a channel topographic survey for the County of Alameda, delivering essential data for a future creek restoration located near the Oakland Coliseum as well as the associated infrastructure improvements. The scope included preparation of topographic maps, 3D ground surfaces, roadway and channel alignments, cross sections, and documentation of ground cover features. These deliverables were critical in identifying conditions that would impact future design and construction costs. *K+W worked closely with the County to coordinate field access with adjacent property owners and collaborated directly with the County Surveyor's office.* This included joint review of tract maps, parcel maps, records of survey, corner records, and LAFCo documentation to ensure comprehensive, accurate mapping across the project area.

Outcome: The challenging environment required the use of lidar technology as well as conventional surveying. The scope of work was completed on time and within budget.

LOT LINE ADJUSTMENT | City of Alameda

Client
City of Alameda
Kan Xu, City Engineer

Completed
2025

Relevance
On-Call Surveying
Lot Line Adjustment
3-Week Schedule

Project Details

K+W provided *land surveying services to support a lot line adjustment for a proposed aquatic center project* in the City of Alameda. K+W's surveying team prepared a detailed site map identifying existing improvements, easements, and structures to inform the adjustment process. Plat and legal descriptions were developed for the adjusted parcels and submitted for inclusion in the Certificate of Compliance to be recorded by the City's title company. In addition, K+W coordinated directly with the title company to provide the legal description required for the Grant Deed. *All services were completed within a three-week schedule* to meet the City's project timeline.

Outcome: This lot line adjustment within a difficult area was completed ontime and within budget.

ZONE 7 + PUBLIC WORKS ON-CALL | Alameda County

Client
Alameda County Public Works + Zone 7 Water Agency
Jeff Tang, Assoc. Civil Engineer

Completed
2000 - Ongoing

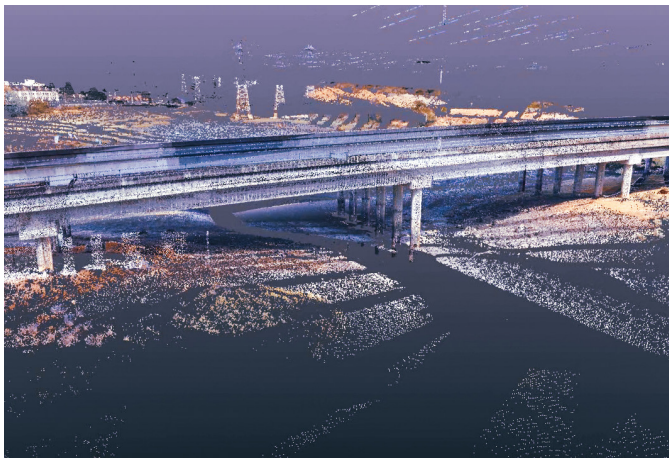
Relevance
On-Call Surveying
Topographic + Boundary Survey
Bathymmetric Survey
3D Scanning
Staff Augmentation

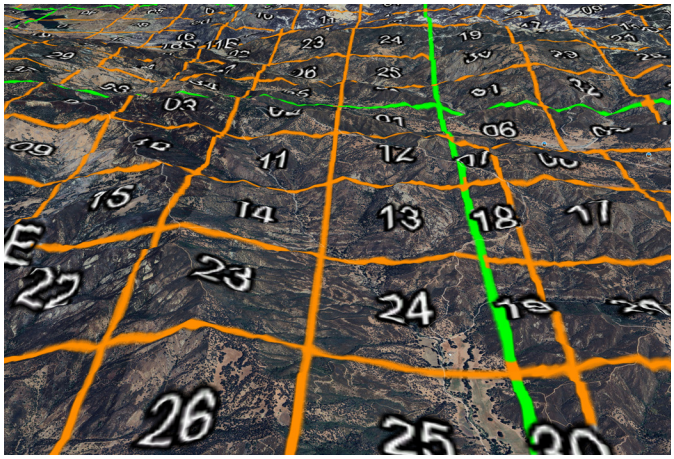
Project Details

K+W has provided the Alameda County Public Works Agency + Zone 7 Water Agency with on-call land surveying services since 1997 (Zone 7) and 2001 (Public Works). Under the current master services agreement with Alameda County Public Works, K+W's team has completed over 200 task orders, which have included *topographic surveying, mapping, bathymmetric survey, construction staking, map review, boundary surveying, 3D scanning and staff augmentation.* K+W provided the Alameda County Zone 7 Water Agency with surveying for the repair of Lines J and J6 and J-1 and F. K+W deliverables included an aerial orthophoto that shows elevations and contours captured via drone photogrammetry and limited supplemental field survey.

Outcome: K+W responded to this on-call task order within 48 hours, quickly delivering accurate survey information for the repair project. Our drone quickly captured approximately 7,200 linear feet of a 200-foot-wide corridor along the channel, flying over residential properties, commercial developments, and freeway traffic.









Other Relevant Experience

OTHER RELEVANT EXPERIENCE

AERIAL MAPPING + 3D SCANNING

K+W's drone-aerial surveying team begins by conducting a thorough pre-flight planning and risk assessment to assess key survey areas, flight paths, and potential hazards. K+W's drone technicians are skilled in piloting drones over all types of terrain. Proficient in using advanced sensors such as Lidar, dense tree and ground vegetation coverage is removed and bare-ground cross-sections are produced which in turn provides extremely accurate site details.

K+W surveyors use aerial drones to efficiently deliver highly accurate aerial mapping on any scale. K+W has successfully completed aerial drone surveys to *assess sites as large as 10,000 acres.* Key deliverables associated with drone/aerial surveying + imaging includes:

- Lidar Surveys
- Green Wave Lidar + Bathymetric Mapping (In Collaboration with Cooper Aerial)
- Flood + Erosion Analysis-Control
- High Resolution Orthophotos
- Topographic Contour Mapping
- Adjacent Utilities Mapping
- Existing Conditions (Site + Structures)
- Utility Locations
- Detailed Building Measurements
- Tree Heights + Utility Clearance
- Environmental Impacy Analysis
- Land-Use Planning
- ADA Survey-Upgrades





... we are able to prepare a precise survey scope...that is complete, economical + reliable.

KIER+WRIGHT

HOURLY RATE SCHEDULE

Effective February 24, 2025 through February 28, 2026

Principal	$ 325.00 / Hour
Development Services Manager	$ 305.00 / Hour
Associate	$ 275.00 / Hour
Structural Engineering Manager	$ 260.00 / Hour
Technical Manager (SME) / Senior Engineering Manager	$ 260.00 / Hour
Senior Engineer	$ 249.00 / Hour
Engineer III	$ 228.00 / Hour
Engineer II	$ 198.00 / Hour
Engineer I	$ 160.00 / Hour
Engineering Tech III	$ 208.00 / Hour
Engineering Tech II	$ 189.00 / Hour
Engineering Tech I	$ 153.00 / Hour
Project Coordinator III	$ 150.00 / Hour
Project Coordinator II	$ 137.00 / Hour
Project Coordinator I	$ 129.00 / Hour
Senior Land Surveyor	$ 255.00 / Hour
Senior Survey Construction Manager	$ 255.00 / Hour
Survey Operations Coordinator	$ 225.00 / Hour
Project Surveyor III	$ 228.00 / Hour
Project Surveyor II	$ 185.00 / Hour
Project Surveyor I	$ 158.00 / Hour
Draftsman / Survey Tech III	$ 178.00 / Hour
Draftsman / Survey Tech II	$ 152.00 / Hour
Draftsman / Survey Tech I	$ 132.00 / Hour
3D Laser Scanning Crew	$ 444.00 / Hour
3-Man Survey Crew	$ 467.00 / Hour
2-Man Survey Crew	$ 367.00 / Hour
1-Man Survey Crew	$ 227.00 / Hour
Engineering / Survey Intern	$ 90.00 / Hour
Testimony (Trial or Deposition)	$ 589.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.
Time spent for preparation for testimony will be billed in accordance with the above hourly rates.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 12

DATE: July 25, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Seventh Amendment to a Special Services Agreement with Liebert Cassidy Whitmore (LCW)**

RECOMMENDATION: Authorize the Town Manager to execute a Seventh Amendment (Attachment 1) to a special services agreement with Liebert Cassidy Whitmore.

FISCAL IMPACT:

There is no additional fiscal impact associated with the seventh amendment as there is sufficient funding remaining in the contract to provide services through Fiscal Year (FY) 2025-26. Staff estimates that costs for FY 2025-26 will not exceed $80,000, which is consistent with the average amount spent per year and is already included in the adopted FY 2025-26 budget.

STRATEGIC PRIORITIES:

This item relates to the Town's strategic priority of prudent financial management as LCW helps the Town with employee relations and labor relations issues to mitigate any significant financial risks associated with those areas.

BACKGROUND:

In 2018, Liebert Cassidy Whitmore (LCW) was selected as a single source provider for labor and employment relations services, and services were continued in 2020 as the result of a competitive interview process. LCW provides valuable negotiations and employee relations legal guidance and has established a good rapport with the Town's bargaining units.

On May 17, 2022, the Town Council authorized the Town Manager to execute a First Amendment to the Special Services Agreement with LCW to extend the term through June 30,

PREPARED BY: Cheryl Parkman
Human Resources Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

2024 and to increase compensation in the amount of $15,000 for a total contract amount not to exceed $180,000.

On September 20, 2022, the Town Council authorized the Town Manager to execute a Second Amendment to the Special Services Agreement with LCW to increase compensation in the amount of $50,000 for a total contract amount not to exceed $230,000.

On September 19, 2023, the Town Council authorized the Town Manager to execute a Third Amendment to the Special Services Agreement with LCW to increase compensation in the amount of $50,000 for a total contract amount not to exceed $280,000.

On October 17, 2023, the Town Council authorized the Town Manager to execute a Fourth Amendment (Attachment 5) to the Special Services Agreement with LCW to increase compensation in the amount of $150,000 for a total contract amount not to exceed $430,000.

On June 18, 2024, the Town Council authorized the Town Manager to execute a Fifth Amendment to the special services agreement with LCW to increase the compensation in the amount of $120,000 for a total contract not to exceed $550,000.

On August 6, 2024, the Town Council authorized the Town Manager to execute a Sixth Amendment to the special services agreement with LCW to update the fee schedule for LCW hourly rates.

DISCUSSION:

The current agreement expired on June 30, 2025. The proposed Seventh Amendment would extend the term to June 30, 2026, and update LCW's rates. LCW provides ongoing legal services related to employee and labor relations issues, and it would be detrimental to the Town if the Human Resources staff lost the continuity of services provided by LCW.

CONCLUSION:

LCW has been highly effective in assisting the Town with labor negotiations and employment relations support. Staff recommend that the Town Council authorize the Town Manager to execute the Seventh Amendment to extend the term of the agreement.

COORDINATION:

This memo was coordinated with the Finance Department and the Town Attorney's Office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Seventh Amendment
2. Combined First Amendment with Original Agreement through Sixth Amendment

SEVENTH AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

PREAMBLE

THIS SEVENTH AMENDMENT TO AGREEMENT is entered into this 1st day of July, 2025, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

I. RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement").

B. Town and Attorney entered into a First Amendment to Agreement on May 17, 2022.

C. Town and Attorney entered into a Second Amendment to Agreement on September 12, 2022.

D. Town and Attorney entered into a Third Amendment to Agreement on September 19, 2023.

E. Town and Attorney entered into a Fourth Amendment to Agreement on October 17, 2023.

F. Town and Attorney entered into a Fifth Amendment to Agreement on June 18, 2024.

G. Town and Attorney entered into a Sixth Amendment to Agreement on August 6, 2024.

II. AMENDMENT

1. The fee schedule associated with the hourly rates for the following consultant positions shall be increased to the following amounts:

Partners	$465.00
Senior Counsel	$385.00
Associates	$295.00 - $365.00
Labor Relations/Human Resources Consultant	$305.00
Classification and Compensation Consultant	$230.00
Paralegals	$165.00
E-Discovery Specialists	$185.00
Law Clerks	$180.00 - $200.00

2. The Town desires to extend the Agreement from July 1, 2025 through June 30, 2026.

3. All other terms and conditions of the Agreement dated February 1, 2020, the First Amendment dated May 17, 2022, Second Amendment dated September 12, 2022, Third Amendment dated September 19, 2023, Fourth Amendment dated October 17, 2023, Fifth Amendment dated June 18, 2024, and Sixth Amendment dated August 6, 2024, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Attorney have executed the Seventh Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

By: _____
Chris Constantin
Town Manager

Attorney:

By: _____
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Department Approval:

_____
Cheryl Parkman
Human Resources Director

Approved as to Form:

_____
Gabrielle Whelan
Town Attorney

Attest:

_____
Wendy Wood
Town Clerk

Docusign Envelope ID: 9ABFA863-2F52-436B-85E6-8EBCFEEC7628

SIXTH AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS SIXTH AMENDMENT TO AGREEMENT is entered into this 6th day of August, 2024, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement").

B. Town and Attorney entered into a First Amendment to Agreement on May 17, 2022.

C. Town and Attorney entered into a Second Amendment to Agreement on September 12, 2022.

D. Town and Attorney entered into a Third Amendment to Agreement on September 19, 2023.

E. Town and Attorney entered into a Fourth Amendment to Agreement on October 17, 2023.

F. Town and Attorney entered into a Fifth Amendment to Agreement on June 18, 2024,

AMENDMENT

1. The fee schedule associated with the hourly rates for the following consultant positions shall be increased to the following amounts:

Partners	$430.00
Senior Counsel	$360.00
Associates	$270.00 - $340.00
Labor Relations/Human Resources Consultant	$280.00
Classification and Compensation Consultant	$210.00
Paralegals	$150.00
E-Discovery Specialists	$175.00
Law Clerks	$150.00 - $185.00

2. All other terms and conditions of the Agreement dated February 1, 2020, the First Amendment dated May 17, 2022, Second Amendment dated September 12, 2022, Third Amendment dated September 19, 2023, Fourth Amendment dated October 17, 2023, and Fifth Amendment dated June 18, 2024, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Attorney have executed the Sixth Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

Signed by:
By: Katy Nomura 9/25/2024
3BC244FCEBC343B...

Katy Nomura
Interim Town Manager

Attorney:

Signed by:
By: J. Scott Tiedemann 9/23/2024
37000E2D33DE44B...

J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Docusign Envelope ID: 9ABFA863-2F52-436B-85E6-8EBCFEEC7628

Department Approval:

Signed by:
Cheryl Parkman 9/23/2024
EA963A3966D6401...

Cheryl Parkman
Human Resources Director

Approved as to Form:

Signed by:
Gabrielle Whelan 9/24/2024
EFD6738A5534428...

Gabrielle Whelan
Town Attorney

Attest:

DocuSigned by:
Wendy Wood 9/25/2024
BF6EBCBE2C214F8...

Wendy Wood
Town Clerk

Docusign Envelope ID: 02751A2A-1660-4509-9407-2FA17A737491

FIFTH AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT is entered into this 1st day of July, 2024, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement").

B. Town and Attorney entered into a First Amendment to Agreement on May 17, 2022.

C. Town and Attorney entered into a Second Amendment to Agreement on September 12, 2022.

D. Town and Attorney entered into a Third Amendment to Agreement on September 19, 2023.

E. Town and Attorney entered into a Fourth Amendment to Agreement on October 17, 2023.

AMENDMENT

1. Total compensation by the Town for the Attorney's services shall increase by an additional $120,000, not to exceed $550,000 over the course of the agreement.

2. The Town desires to extend the Agreement from July 1, 2024 through June 30, 2025.

3. All other terms and conditions of the Agreement dated February 1, 2020, the First Amendment dated May 17, 2022, Second Amendment dated September 12, 2022, Third Amendment dated September 19, 2023, and Fourth Amendment dated October 17, 2023 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Attorney have executed the Fifth Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

By: Signed by: Katy Nomura 9/24/2024
3BC2441CEBC343B...
Katy Nomura
Interim Town Manager

Department Approval:

Signed by: Katy Nomura 9/24/2024
3BC2441CEBC343B...
Katy Nomura
Interim Town Manager

Attorney:

By: Signed by: J. Scott Tiedemann 9/20/2024
37600E2D33DE44B...
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Docusign Envelope ID: 02751A2A-1660-4509-9407-2FA17A737491

Approved as to Form:

Signed by:
Gabrielle Whelan 9/23/2024
EFD0738A5534428...

Gabrielle Whelan
Town Attorney

Attest:

DocuSigned by:
Wendy Wood 9/24/2024
BF6EBCBE2C214F8...

Wendy Wood
Town Clerk

DocuSign Envelope ID: A71A8444-AC1F-4E9B-A599-32660E383134

FOURTH AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT is entered into this 17th day of October, 2023, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement").

B. Town and Attorney entered into a First Amendment to Agreement on May 17, 2022.

C. Town and Attorney entered into a Second Amendment to Agreement on September 12, 2022.

D. Town and Attorney entered into a Third Amendment to Agreement on September 19, 2023.

AMENDMENT

1. Total compensation by the Town for the Attorney's services shall increase by an additional $150,000, not to exceed $430,000 over the course of the agreement.

2. All other terms and conditions of the Agreement dated February 1, 2020, the First Amendment dated May 17, 2022, Second Amendment dated September 12, 2022, and Third Amendment dated September 19, 2023 remain in full force and effect.

IN WITNESS WHEREOF, the Town and Attorney have executed the Fourth Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

DocuSigned by:
By: Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti
Town Manager

Attorney:

DocuSigned by:
By: J. Scott Tiedemann
37000E2D33DE44B...
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Department Approval:

DocuSigned by:
Katy Nomura
3BC2441CEBC343B...
Katy Nomura
Assistant Town Manager

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan
Town Attorney

DocuSign Envelope ID: A71A8444-AC1F-4E9B-A599-32660E383134

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...

Wendy Wood
Town Clerk

DocuSign Envelope ID: 88066930-1D2B-4AD8-90C1-3F13AE9842B5

THIRD AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT is entered into this 19th day of September, 2023, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement").

B. Town and Attorney entered into a First Amendment to Agreement on May 17, 2022.

C. Town and Attorney entered into a Second Amendment to Agreement on September 12, 2022.

AMENDMENT

1. Total compensation by the Town for the Attorney's services shall increase by an additional $50,000, not to exceed $280,000 over the course of the agreement.

2. All other terms and conditions of the Agreement dated February 1, 2020, the First Amendment dated May 17, 2022, and Second Amendment dated September 12, 2022, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Attorney have executed the Third Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

DocuSigned by:
By: Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti
Town Manager

Attorney:

DocuSigned by:
By: J. Scott Tiedemann
37600E2D33DE44B...
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Department Approval:

DocuSigned by:
Katy Nomura
3BC2441CEBC343B...
Katy Nomura
Assistant Town Manager

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan
Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...
Wendy Wood
Town Clerk

DocuSign Envelope ID: 89DD2393-4275-4E4C-BDB9-BC383E84BC3C

SECOND AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT is entered into this 12th day of September, 2022, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement").

B. Town and Attorney entered into a First Amendment to Agreement on May 17, 2022.

AMENDMENT

1. Total compensation by the Town for the Attorney's services shall increase by an additional $50,000, not to exceed $230,000 over the course of the agreement.

2. All other terms and conditions of the Agreement dated February 1, 2020, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed the Second Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

DocuSigned by:
By: Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti
Town Manager

Attorney:

DocuSigned by:
By: J. Scott Tiedemann
37600E2D33DE44B...
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Department Approval:

DocuSigned by:
Salina Flores
981F8405FCCA4DC...
Salina Flores
Human Resources Director

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan
Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...
Wendy Wood
Town Clerk

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

FIRST AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 17th day of May, 2022, by and between the Town of Los Gatos, State of California, herein called the "Town," and Liebert Cassidy Whitmore, a Professional Corporation ("Attorney"), herein called the "Attorney."

RECITALS

A. Town and Attorney entered into a Special Services Agreement from February 1, 2020, through February 1, 2022 ("Agreement") (see Attachment 2).

AMENDMENT

1. The Town desires to extend the Agreement from February 2, 2022, through June 30, 2024.

2. Total compensation by the Town for the Attorney's services shall increase by an additional $15,000, not to exceed $180,000.

3. Compensation is based on an updated rate schedule (see Attachment 1).

4. All other terms and conditions of the Agreement dated February 1, 2020, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed the First Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

DocuSigned by:
By: Laurel Prevetti 7/11/2022
853FEEA2EB39470...
Laurel Prevetti
Town Manager

Attorney:

DocuSigned by:
By: J. Scott Tiedemann
37600E2D33DE44B...
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Department Approval:

DocuSigned by:
Salina Flores
981F8405FCCA4DC...
Salina Flores
Human Resources Director

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan
Town Attorney

Attest:

DocuSigned by:
Shelley Neis 7/11/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC
Town Clerk

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	$415.00
Senior Counsel	$345.00
Associates	$230.00 - $325.00
Labor Relations/Human Resources Consultant	$260.00
Paralegals	$145.00
E-Discovery Specialists	$145.00
Law Clerks	$145.00 - $185.00

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

AGR 20.
IHH

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the TOWN OF LOS GATOS, A Municipal Corporation ("Town").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until Town returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide Town with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by Town or otherwise required by law.

3. Fees, Costs, Expenses

Town agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time. Total compensation for the duration of this agreement is not to exceed $165,000. CRF

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars ($210.00 - $380.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the Town with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

Town agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Town. Attorney bills photocopying charges at Fifteen Cents ($0.15) per page. See Schedule I attached.

Payment by Town against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between Town and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

If a dispute arises between Town and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon Town's request, deliver the file for the matter to Town, along with any funds or property of Town's in our possession. If Town requests the file for the matter, Attorney will retain a copy of the file at the Town's expense. If Town does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If Town does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to Town. At any point during the seven (7) year period, Town may request delivery of the file.

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

7. Assignment

This Agreement is not assignable without the written consent of Town.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of Town.

9. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. Term

This Agreement is effective February 1, 2020, ongoing through February 1, 2022 LRP and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

By: _____

Name: J. Scott Tiedemann

Title: Managing Partner

Date: 2/10/2020

TOWN OF LOS GATOS,
A Municipal Corporation

By: Laurel Prevetti

Name: Laurel Prevetti

Title: Town Manager

Date: 2-20-2020

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	$380.00
Senior Counsel	$325.00
Associates	$210.00 - $305.00
Labor Relations/HR Consultant	$240.00
Paralegals	$135.00
E- Discovery Specialists	$135.00
Law Clerks	$135.00 - $175.00

2. COSTS

1. Photocopies	$0.15 per copy

DocuSign Envelope ID: F709E150-B3B8-4C9B-994F-22D9C90698A1

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today's complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 13

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Notice of Completion and Certificate of Acceptance for Specified Private Improvements Completed by SummerHill N40 LLC for the North 40 Phase 1 Development at Lark Avenue and Los Gatos Boulevard and Direct Staff to Submit it for Recordation**

RECOMMENDATION: Authorize the Town Manager to execute a Notice of Completion and Certificate of Acceptance (Attachment 1) for specified improvements completed by SummerHill N40 LLC ("SummerHill") for the North 40 Phase 1 Development at Lark Avenue and Los Gatos Boulevard and direct staff to submit it for recordation.

FISCAL IMPACT:

The improvements constructed and recommended for acceptance are on private property and will be owned and maintained by the property owner. Therefore, there is no anticipated fiscal impact to the Town.

STRATEGIC PRIORITIES

This project supports the Core Goals of **Quality Public Infrastructure**.

BACKGROUND:

On August 1, 2017, the Town Council adopted Resolution 2017-045 approving the construction of a mixed-use development consisting of 320 residential units, approximately 66,800 square feet of commercial space, associated off-site improvements, and a vesting tentative map on property zoned as part of the North 40 Specific Plan.

PREPARED BY: James Watson
Senior Civil Engineer – Land Development

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, Parks and Public Works Director, and Town Engineer

SUBJECT: Authorize the Town Manager to Execute a Notice of Completion and Certificate of Acceptance for Specified Improvements Completed by SummerHill N40 LLC for the North 40 Phase 1 Development

DATE: August 5, 2025

On September 7, 2018, the Town Council approved the final map for Tract 10441 – North 40 Phase 1, accepting the dedications and authorizing the Town Manager to execute a Subdivision Improvement Agreement ("SIA") (Attachment 2), and various other documents to support implementation of the approved project.

On October 4, 2018, the Town executed the SIA with SummerHill for the construction of certain improvements required by various Conditions of Approval ("Required Improvements") stipulated during the Architectural and Site Plan entitlement process. The SIA stipulates 18 "Plans", identified as "a" through "r", to be prepared by SummerHill to complete the Required Improvements. The SIA also adds the "North 40 Phase 1 Offsite Lark and Los Gatos Blvd - Pavement Replacement" project in Section 6 – Improvement Security as a bonded project, referred to in Table 1 below as "No ID".

The SIA requires SummerHill to furnish the Town security bonds to guarantee their performance in executing the required work. On June 20, 2023, the Town Council accepted project improvements listed in Table 1 below.

Table 1. Bonded Improvements Completed by Summerhill and Accepted June 20, 2023

Plan ID[1]	Description of Improvement	Bond Value
d	Los Gatos North 40 Tract 10441 In tract Rough Grading Plans dated August 14, 2018, by Mackay & Somps	$6,430,000
e	Los Gatos North 40 Phase 1, Offsite Los Gatos Blvd Phase A, Improvement Plans dated July 27, 2018, by Mackay & Somps	$710,000
f	Los Gatos Blvd & Walker Street Traffic Signal Plan dated August 2018 by Fehr & Peers	
g	Walker Street & Los Gatos Blvd Phase A Signing and Striping Plan dated August 2018 by Fehr & Peers	
m	Los Gatos North 40 Offsite Lark Avenue Caltrans Right of Way Improvement Plans dated March 12, 2018, including plans by Mackay & Somps, Finn Design Group, Van Dorn Abed, Fehr & Peers, and Giacalone	$799,000
r	Los Gatos North 40 Phase 1 Offsite Storm and Sanitary Sewer Improvement Plans dated September 13, 2017	$401,000
No ID	North 40 Phase 1 Offsite Lark and Los Gatos Blvd - Pavement Replacement	$3,262,000

Note 1: As defined in the Subdivision Improvement Agreement between Town of Los Gatos and Summerhill.

On February 6, 2024, the Town Council accepted project improvements listed in Table 2 below.

Table 2. Bonded Improvements Completed by Summerhill and Accepted February 6, 2024

Plan ID[1]	Description of Improvement	Bond Value
h	Los Gatos North 40 Phase 1 Offsite Lark Avenue and Los Gatos Boulevard Improvement Plans dated June 4, 2018, by Mackay & Somps	$1,938,000
i	North 40 Phase 1 Public Street Lighting Plans dated June 2018 by Giacalone	
j	North 40 Offsite Lark Avenue and Los Gatos Blvd Landscaping Plans dated June 1, 2018, by Van Dorn Abed	
k	Lark Ave & Los Gatos Blvd Traffic Signal Plans dated June 2018 by Fehr & Peers	
l	Lark Ave & Los Gatos Blvd Signing and Striping Plans dated June 2018 by Fehr & Peers	
n	Los Gatos North 40 Phase 1 Lark Avenue Bike Lane Improvement Plans dated March 15, 2018, by Mackay & Somps	$390,000
o	North 40 Offsite Lark Avenue Landscape Construction Drawings dated June 6, 2018, by Van Dorn Abed	
p	Lark Ave & Oka Road Traffic Signal Plans dated June 2018 by Fehr & Peers	
q	Lark Avenue Signing and Striping Plans dated June 2018 by Fehr & Peers	

Note 1. As defined in the Subdivision Improvement Agreement between the Town of Los Gatos and Summerhill.

DISCUSSION:

SummerHill has now completed the remaining three projects described within the SIA. Staff has inspected the work and found it to be complete with proper documentation submitted. Table 3 summarizes the projects proposed to be accepted with this recommendation. Photos of the completed work are in Attachment 3.

Table 3. Bonded Improvements Completed by Summerhill as of June 2025 in Association with the Phase 1 North 40 Project

Plan ID[1]	Description of Improvement	Bond Value
a	Los Gatos North 40 - Phase 1 Tract 10411 Improvement Plans dated August 24, 2018, by Mackay & Somps	$6,655,000
b	North 40 – Onsite Private Street Lighting Plans dated August 23, 2018, by Giacalone	
c	North 40 In-tract/Phase One Landscape Construction Plans dated August 2, 2018, by Van Dorn Abed	

Note 1. As defined in the Subdivision Improvement Agreement between the Town of Los Gatos and Summerhill.

The SIA stipulates that once the Council accepts a project, a two-year warranty period for the accepted work is initiated. Per the SIA, SummerHill will provide the Town a two-year Guarantee and Warranty Security Bond in the amount of 10 percent of the original value of the bond. The Guarantee and Warranty Security Bond will provide for the repair and/or replacement of defective materials and workmanship in the completed improvements.

Although the Town does not and will not own the improvements proposed for acceptance, the SIA still requires the two-year Guarantee and Warranty Security Bond to be submitted prior to the Town's release of the Faithful Performance and Labor and Materials bonds. During the warranty period, the Town has the opportunity to facilitate the repair of any defective materials or workmanship, such as the stormwater treatment facilities that were installed as part of the projects proposed for acceptance.

CONCLUSION:

Staff is recommending that the Town Manager be authorized to execute the Notice of Completion and Certificate of Acceptance for specified improvements completed for the Phase 1 North 40 Project, and authorize the recordation, thereby completing the final construction project stipulated in the SIA.

ENVIRONMENTAL ASSESSMENT:

An Environmental Impact Report (EIR) for the project was certified by the Town Council on January 20, 2015.

Attachments:
1. Notice of Completion and Certificate of Acceptance
2. Subdivision Improvement Agreement
3. Photos of Complete Work

Recording Requested by:
TOWN OF LOS GATOS

WHEN RECORDED MAIL TO:

TOWN CLERK
TOWN OF LOS GATOS
110 E MAIN ST
LOS GATOS, CA 95030

_____

(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 AND 6103)

TYPE OF RECORDING
NOTICE OF COMPLETION AND CERTIFICATE OF ACCEPTANCE
NORTH 40 – PHASE 1
LARK AVENUE AND LOS GATOS BOULEVARD, LOS GATOS, CA

TO WHOM IT MAY CONCERN:

I do hereby certify that **SummerHill N40 LLC** completed the work secured with Improvement Security (1) as defined in the Subdivision Improvement Agreement Section 6.a., specifically located in the TOWN OF LOS GATOS, County of Santa Clara, State of California executed October 4, 2018. The work was completed in June 2025, and approved and accepted on **August 5, 2025.**

Bond No.: 728666
Date: October 11, 2018

INTERNATION FIDELITY INDEMNITY COMPANY
One Network Center, 20th Floor, Newark, New Jersey 07102-5207

TOWN OF LOS GATOS

By: _____
Chris Constantin, Town Manager

Acknowledgement Required

ATTACHMENT 1

24041269

Regina Alcomendras
Santa Clara County - Clerk-Recorder
10/11/2018 01:23 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

Recording Requested by:
TOWN OF LOS GATOS

WHEN RECORDED MAIL TO:

CLERK ADMINISTRATOR
TOWN OF LOS GATOS
110 E MAIN ST
LOS GATOS, CA 95030

(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 and 6103)

SUBDIVISION IMPROVEMENT AGREEMENT

North 40 Phase 1
Los Gatos, CA 95032

APNs: 424-07-024 through 424-07-027, 424-07-031 through 424-07-035, 424-07-070, 424-07-084 through 424-07-086, 424-07-090, and 424-07-113 through 424-07-114

SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN
THE TOWN OF LOS GATOS
AND
SUMMERHILL N40 LLC

LOS GATOS, CALIFORNIA

This agreement, made and entered into effective upon the last date this document is signed by the parties hereto, by and between the TOWN OF LOS GATOS, a municipal corporation of the State of California, hereinafter "Town," and SUMMERHILL N40 LLC, after this called "Subdivider," whose principal place of business is 3000 Executive Parkway, Suite 450, San Ramon, CA 94583.

WITNESSETH

WHEREAS, a Final Map (hereinafter "Map") of Tract 10441 (the "Subdivision") owned by Subdivider and commonly known as "North 40 Phase 1," has been filed with the Town, which Map is incorporated herein by reference;

WHEREAS, the Conditions of Approval of the Subdivision Application (A&S Cond. 163) require the Subdivider to construct and complete certain improvements according to the following plans and specifications ("Improvement Plans" or "Plans"):

a. Los Gatos North 40 – Phase I Tract 10441 Improvement Plans dated August 24, 2018 by Mackay & Somps

b. North 40 – Onsite Private Street Lighting Plans dated August 23, 2018 by Giacalone

c. North 40 Intract/Phase One Landscape Construction Plans dated August 24, 2018 by Van Dorn Abed

d. Los Gatos North 40 Tract 10441 In tract Rough Grading Plans dated August 14, 2018 by Mackay & Somps

e. Los Gatos North 40 Phase 1 Offsite Los Gatos Blvd Phase A Improvement Plans dated July 27, 2018 by Mackay & Somps

f. Los Gatos Blvd & Walker Street Traffic Signal Plan dated August 2018 by Fehr & Peers

g. Walker Street & Los Gatos Blvd Phase A Signing and Striping Plan dated August 2018 by Fehr & Peers

h. Los Gatos North 40 Phase 1 Offsite Lark Avenue and Los Gatos Boulevard Improvement Plans dated June 4, 2018 by Mackay & Somps

i. North 40 Phase 1 Public Street Lighting Plans dated June 2018 by Giacalone

j. North 40 Offsite Lark Avenue and Los Gatos Blvd Landscaping plans dated June 1, 2018 by Van Dorn Abed

k. Lark Ave & Los Gatos Blvd Traffic Signal plans dated June 2018 by Fehr & Peers

l. Lark Ave & Los Gatos Blvd Signing and Striping Plans dated June 2018 by Fehr & Peers

m. Los Gatos North 40 Offsite Lark Avenue Caltrans Right of Way Improvement Plans dated March 12, 2018 including plans by Mackay & Somps, Finn Design Group, Van Dorn Abed, Fehr & Peers, and Giacalone

n. Los Gatos North 40 Phase 1 Lark Avenue Bike Lane Improvement Plans dated March 15, 2018 by Mackay & Somps

o. North 40 Offsite Lark Avenue Landscape Construction Drawings dated June 6, 2018 by Van Dorn Abed

p. Lark Ave & Oka Road Traffic Signal Plans dated June 2018 by Fehr & Peers

q. Lark Avenue Signing and Striping Plans dated June 2018 by Fehr & Peers

r. Los Gatos North 40 Phase 1 Off Site Storm and Sanitary Sewer Improvement Plans dated September 13, 2017

The foregoing improvements are hereinafter referred to as "Required Improvements";

WHEREAS, the Subdivider has prepared, and the Town Engineer has substantially approved, Improvement Plans for the completion of the Required Improvements in connection with the Subdivision. The Plans are on file in the Office of the Town Engineer and are incorporated into this agreement by this reference, along with any changes or modifications as may be required by the Town Engineer or designee due to errors, omissions, or changes in conditions;

WHEREAS, Subdivider recognizes that, by approval of the Map for Subdivision, Town has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots and/or condominiums within the Subdivision. As a result, Town will be damaged to the extent of the cost of installation of these Required Improvements by Subdivider's failure to perform its obligations to commence construction of the Required Improvements by the time established in this agreement. The Town shall be entitled to all remedies available to it pursuant to this agreement and law in the event of default by Subdivider; and

WHEREAS, Subdivider has asked Town to review and approve the Map and accept the dedications therein offered, subject to and on condition that the Subdivider, prior to issuance of a building permit for the Required Improvements, enter into this agreement with the Town, and provide the Town with such security for performance and insurance and all other things as required by this agreement;

NOW, THEREFORE, to insure satisfactory performance by Subdivider of these obligations, and in consideration of the approval of the Map, the parties now agree as follows:

1. PERFORMANCE OF WORK

Subdivider agrees to furnish, construct and install at Subdivider's own expense the Required Improvements. The Plans and specification of the Required Improvements may be modified by the Subdivider as the Subdivision progresses, subject to prior written approval of the Town Engineer.

2. WORK; SATISFACTION OF TOWN ENGINEER

All the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades, shown upon approved Plans and specifications and the Town's Ordinances, Improvement Standards and Specifications, to the satisfaction of the Town Engineer. Work shall be completed within two (2) years from the date of this agreement, subject to extension due to force majeure event under **Section 10(a).**

3. INSPECTION BY TOWN

Subdivider shall at all times provide safe access for inspection by the Town to all parts of the Required Improvements and to all places where the Required Improvements are in preparation.

4. SURVEY MONUMENTS

Subdivider shall install all Subdivision monuments required by law prior to recordation of the Notice of Acceptance.

5. DEDICATION OF EASEMENTS OR RIGHT-OF-WAY

The Town acknowledges that Subdivider has offered to the Town to dedicate fee title to all streets subject to public access easement (PAE) shown on the Map.

6. IMPROVEMENT SECURITY

Concurrently with the execution of this agreement, the Subdivider shall furnish the Town:

a. **Faithful Performance Security:** Pursuant to California Government Code section 66499.3(a) Subdivider shall, before the release of the Map by the Town for filing for record and as a condition precedent to the recordation of it, furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing performance by Subdivider of all work shown on the Plans and completion within the agreed time. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be $20,585,000 based on individual bonds as follows:

(1) North 40 Phase 1 Tract 10441 In tract Private Improvements ($6,655,000) – *based on improvement plans (a), (b) and (c) noted on page 1.*

(2) North 40 In tract Tract 10441 Rough Grading ($6,430,000) – *based on improvement plans (d) noted on page 1.*

(3) North 40 Phase 1 Offsite Los Gatos Blvd Phase A Improvements ($710,000) – *based on improvement plans (e), (f) and (g) noted on page 1.*

(4) North 40 Phase 1 Offsite Lark and Los Gatos Blvd Improvements ($1,938,000) – *based on improvement plans (h), (i), (j), (k) and (l) noted on page 1.*

(5) North 40 Phase 1 Offsite Lark and Los Gatos Blvd – Pavement Replacement ($3,262,000)

(6) North 40 Offsite Lark Avenue Improvements within Caltrans Right-of-Way ($799,000) – *based on improvement plans (m) noted on page 1.*

(7) North 40 Offsite Lark Avenue Bike Lane Improvements ($390,000) – *based on improvement plans (n), (o), (p) and (q) noted on page 1.*

(8) North 40 Offsite Storm and Sanitary Sewer Improvement Plans ($94,000) – *based on improvement plans (r) noted on page 1.*

(9) North 40 Offsite Storm and Sanitary Sewer Improvement Plans ($307,000) - *based on improvement plans (r) noted on page 1.*

b. **Payment Security:** Subdivider shall furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing the obligations for payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials for the completion of the Required Improvements. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be $20,585,000 based on the individual bonds described in **Section 6(a).**

c. **Guarantee and Warranty Security:** It is further agreed that a "guarantee and warranty security" in the amount of ten (10%) percent of the total estimated cost of the Required Improvements for a period of two (2) years following their completion and acceptance by the Town against any defective work or labor done, or defective materials furnished, by the Subdivider. This limitation on the security does not shorten any time during which the Town may act to enforce the Subdivider's obligations under the terms of this agreement, nor shorten any time during which Town may bring an action in an appropriate court regarding the subject or performance of this agreement.

d. **Monument Security:** It is further agreed that a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision within the period of time specified in the Surveyor's Statement on the approved Final Map. The Monument Bond is included in various other line items within the distributed bonds.

e. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California.

f. No change, alteration, or addition to the terms of this agreement or the Plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

g. The securities shall be irrevocable, shall not be limited as to time except as to the two (2) year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the Director and as provided in **Section 7-Release of Security**. All securities provided pursuant to this agreement shall expressly obligate the surety for any extension authorized by the Town for Subdivider's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the Town.

7. RELEASE OF SECURITY

a. **Guarantee and Warranty Security:** Any unused portion of the guarantee and warranty security shall be released two (2) years after acceptance of the Required Improvements by the Town Council. The amount to be released shall first be reduced by the amount deemed necessary by the Town to correct any defects in the Required Improvements that are known or believed by the Town to exist at the end of the guarantee and warranty period.

b. **Payment Security:** Security securing the payment to the contractor, his or her subcontractors, and to persons furnishing labor, materials or equipment shall, after acceptance of the work, be reduced to an amount equal to the total timely claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the legislative body (with the balance of the Payment Security being released) and, if no such claims have been timely recorded, the security shall be release in full.

c. **Faithful Performance Security:** The faithful performance security shall be released upon acceptance of the Required Improvements by the Town Council.

d. **Monument Security:** The monument security may be released upon acceptance of the required monument installation by the Director.

8. HOLD HARMLESS

Subdivider does expressly agree to protect, defend, indemnify and hold harmless (hereinafter, "hold harmless") the Town, its Town Council Members, Boards, Commissions, employees and agents (hereinafter, the "Town"), from any and all loss or damage, and from any and all liability, including cost of defense, for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any or all persons or person (hereinafter, "Claim") because of or resulting from the acts by Subdivider of any and all things required of Subdivider by this agreement, or because of or arising or resulting from the failure or omission by Subdivider to do any and all things necessary to and required by this agreement or by law, or arising or resulting from the negligent acts by Subdivider, Subdivider's agents, employees or subcontractors of any and all things required to be done by this agreement, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said acts or omissions of Subdivider, Subdivider's agents or employees. Subdivider shall not be required to hold harmless (as described above) the Town for Claims caused or arising out of the sole negligence or willful misconduct of the Town.

9. INSURANCE

Subdivider shall furnish to the Town and file with the Town Clerk evidence of, and at all times during the performance of its obligations under this agreement maintain, the insurance described in **Exhibit A**.

10. TIME EXTENSIONS

a. If performance of this agreement actually should be delayed by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, subcontractor delays, labor shortages, material shortages or delays, Town delays, or for other reasons beyond the control of the Subdivider, the time for the construction of same may be extended by the Town Engineer for such period of time as is reasonable.

b. Requests for extension of the commencement and/or completion date shall be in writing and delivered to the Town in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing.

c. In the event the Town extends the time of commencement and/or completion of the Required Improvements, such extension shall be granted in writing by the Town to the Subdivider pursuant to this agreement, and/or without relieving or releasing those providing an improvement security pursuant to this agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the Town may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the incomplete Required Improvements, taking into account all Required Improvements that have been completed.

11. MAINTENANCE OF PUBLIC INFRASTRUCTURE

The Subdivider shall maintain all Required Improvements (streets, sidewalks, right-of-way, street light, storm drainage facility, sanitary sewer, etc.) in a safe and usable condition at all times during construction. Should any Required Improvements become unsafe, unusable or inoperable because of the Subdivider's activities, the Subdivider shall immediately cease all work on the Subdivision until the public infrastructure is made safe and usable, for which the Subdivider shall be solely responsible. Additionally, notwithstanding acceptance by Town, Subdivider shall maintain and perform or cause to be performed repairs, additions, or corrective work necessitated by Subdivider's omission or deficient performance for one (1) year after acceptance. If the Subdivider fails to act promptly or in accordance with this agreement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the Town may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay the Town the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by Town.

12. DEFAULT BY SUBDIVIDER

a. Default of Subdivider shall include, but not be limited to:

(1) Subdivider's failure to timely commence construction of Required Improvements under this agreement;

(2) Subdivider's failure to complete construction of the Required Improvements within the time period provided by this agreement or any extensions thereof;

(3) Subdivider's failure to timely cure any defect in the Required Improvements during the two (2) year guaranty and warranty period where such failure continues beyond thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such thirty (30) day period, Subdivider has not commenced to cure within such thirty (30) day period and does not thereafter continue to diligently proceed to cure;

(4) Subdivider's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work, for reasons other than force majeure events;

(5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(7) Subdivider's failure to perform any other obligation under this agreement within thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such 30-day period, Subdivider has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure.

b. The Town reserves all remedies available to it at law or in equity for breach of Subdivider's obligations under this agreement. The Town shall have the right, subject to this Section, to

draw upon or use the appropriate security to mitigate the Town's damages in the event of default by Subdivider. The Town's right to draw upon or use the security is in addition to any other remedy available to Town. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the Improvements and, therefore, Town's damages for Subdivider's default shall be measured by the cost of completing the Required Improvements. The Town may use the sums provided by the securities for the completion of the Required Improvements in accordance with the Plans and specifications contained herein. In the event Subdivider fails to cure any default under this agreement within thirty (30) days after the Town mails written notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes Town to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the Town. The Town may take over the work and complete the Required Improvements, by contract or by any other method the Town deems appropriate, at the expense of Subdivider. In such event, the Town, without liability for so doing, may complete the Required Improvements using any of Subdivider's materials, appliances, Plans and other property that are at the work site and that are necessary to complete the Required Improvements.

13. NOTICES

Notices regarding this agreement shall be given as follows and shall be considered effective upon either personal delivery or five (5) days following deposit in the U.S. Mail:

To SUBDIVIDER: SummerHill N40 LLC
3000 Executive Parkway, Suite 450
San Ramon, CA 94583

To TOWN: Parks and Public Works Department
Town of Los Gatos
41 Miles Avenue
Los Gatos, California 95030

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

14. WAIVER

Waiver of a breach of default under this agreement shall not form a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the agreement.

15. SEVERABILITY

If any term of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect.

16. ENTIRE AGREEMENT AND AMENDMENT

This agreement constitutes the complete and exclusive statement of the agreement between the Town and Subdivider. No verbal agreement or conversation with any officer, agent, or employee of the Town, either before, during or after the execution of this agreement, shall affect or modify any of the terms or obligations contained in the agreement. There are no intended third party beneficiaries to this Agreement.

17. PAYMENT OF OUTSTANDING FEES

Prior to acceptance of Required Improvements for permanent maintenance by the Town, Subdivider shall pay all outstanding fees that are due in accordance with this agreement and the Town Code of the Town of Los Gatos.

18. ACTIONS TO ENFORCE

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees and costs, in addition to any other relief to which they may be entitled.

19. REIMBURSEMENT OF ATTORNEYS FEES

In the event of any third party claim or legal challenge to any action taken by the Town with regard to any procedure or aspect of this agreement, including approval or environmental review process, the Town may choose to defend the claim or action with the prior written approval of the Subdivider, the Subdivider, if it has consented to the defense of the claim or action, agrees to reimburse the Town for attorneys' fees, expert witness fees, and any other costs the Town may incur in connection with its retention of legal counsel, and for any award of court costs and fees against the Town.

20. AGREEMENT BINDS SUCCESSORS

This agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this agreement.

21. MORTGAGE PROTECTION

No breach of this agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Subdivision. No lender taking title to all or any portion of the Subdivision through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Subdivider arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligation of Subdivider, which substitute shall be considered for approval by Town pursuant to this agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of North 40 Phase 1 of which Town has been given notice (each, a "Lender") with written notice of any default relating to the Subdivider and/or North 40 Phase 1 given by Town to Subdivider. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

If a Lender or an affiliate of such Lender succeeds to the interest of Subdivider through foreclosure or deed in-lieu of foreclosure, then the time periods for performance of Subdivider's obligations set forth in this agreement (if any) shall be extended for a period of time reasonable under the circumstances to permit such Lender or such affiliate to perform Subdivider's obligations under this agreement.

TOWN OF LOS GATOS

DATE: 10/4/18

TOWN MANAGER
Laurel Prevetti

ATTEST:

DATE: 10/4/18

CLERK ADMINISTRATOR
Shelley Neis

APPROVED AS TO FORM:

DATE: 10-4-18

TOWN ATTORNEY
Robert Schultz

RECOMMENDED BY:

DATE: _____

DIRECTOR OF PARKS AND PUBLIC WORKS
Matt Morley

SUBDIVIDER

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____ DATE: 9/27/18

Katia Kamangar
Its: Executive Vice President

By: _____ DATE: 9/27/18

Jason Biggs
Its: Secretary

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Santa Clara }

On October 4, 2018 before me, Sylvie Roussel, Notary Public,
(Here insert name and title of the officer)

personally appeared Laurel Prevetti,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

SYLVIE ROUSSEL
COMM. # 2106517
NOTARY PUBLIC·CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. April 11, 2019

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Santa Clara)

On September 27 2018 before me, Briana Perkins, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Katia Kamangar and Jason Riggs
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

BRIANA PERKINS
Notary Public - California
Santa Clara County
Commission # 2245007
My Comm. Expires Jun 30, 2022

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Santa Clara

On October 2, 2018 (Date), before me, Stefanie D. Hockemeyer, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Matt Morley (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STEFANIE D. HOCKEMEYER
Commission # 2086033
Notary Public - California
Santa Clara County
My Comm. Expires Oct 14, 2018

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

WITNESS my hand and official seal.

Signature Stefanie D. Hockemeyer
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0728666
PREMIUM: $63,223

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **six million, six hundred and fifty-five thousand ($6,655,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Sato, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0728666
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **six million, six hundred and fifty-five thousand ($6,655,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Its: COO

SURETY:

INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Sato, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0728666

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she~~/they~~ executed the same in ~~his~~/her~~/their~~ authorized capacity~~(ies),~~ and that by ~~his~~/her~~/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748728
PREMIUM: $61,085

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **six million, four hundred and thirty thousand ($6,430,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President

Its: _____

By: _____
Chris Neighbor

Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Sato, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti Chris Neighbor me, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748728
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **six million, four hundred and thirty thousand ($6,430,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Seto, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0748728

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies),~~ and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

Signature _____ **(Seal)**

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748729
PREMIUM: $6,745

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **seven hundred and ten thousand ($710,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Szto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed ~~the~~ same in ~~his~~/her/~~the~~ir authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748729
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **seven hundred and ten thousand ($710,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

SMHH\54443\1441213.9

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies),~~ and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neishbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies),~~ and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0748729

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she~~/they~~ executed the same in ~~his~~/her~~/their~~ authorized capacity~~(ies),~~ and that by ~~his~~/her~~/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

Signature _____ (Seal)

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748730
PREMIUM: $18,411

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **one million, nine hundred and thirty-eight thousand ($1,938,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Selu, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748730
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **one million, nine hundred and thirty-eight thousand ($1,938,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Margorie Seto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Nelshoe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0748730

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies),~~ and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

Signature _____ **(Seal)**

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748731
PREMIUM: $30,989

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **three million, two hundred and sixty-two thousand ($3,262,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Chris Neighbor
Its: COO

SURETY:

INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Szto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Chris Neisher, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies),~~ and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748731
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **three million, two hundred and sixty-two thousand ($3,262,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Sato, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(**s**) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0748731

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

Signature _____ **(Seal)**

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748732
PREMIUM: $7,591

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **seven hundred and ninety-nine thousand ($799,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Its: Senior Vice President

By: _____
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept 10 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Szto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748732
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **seven hundred and ninety-nine thousand ($799,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Sato, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0748732

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(Insert name and title of the officer)

personally appeared Rachel Porter
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she~~/they~~ executed the same in ~~his~~/her~~/their~~ authorized capacity~~(ies),~~ and that by ~~his~~/her~~/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

Signature _____ (Seal)

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748733
PREMIUM: $3,705

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **three hundred and ninety thousand ($390,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Szto, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2019, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748733
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **three hundred and ninety thousand ($390,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neighbor
Its: COO

SURETY:

INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Soto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5. 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared [illegible], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5. 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0748733

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she~~/they~~ executed the same in ~~his~~/her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

Signature _____ (Seal)

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748734
PREMIUM: $893

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **ninety-four thousand ($94,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neighbor
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Margaret Szto, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neiphon, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748734
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **ninety-four thousand ($94,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Sapp, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature M. Rinetti

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature M. Rinetti

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

POWER OF ATTORNEY

Bond # 0748734

ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
My Comm. Expires Jul 9, 2020

Signature _____ (Seal)

FAITHFUL PERFORMANCE BOND

BOND NUMBER: 0748735
PREMIUM: $2,917

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL N40 LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and INTERNATIONAL FIDELITY INDEMNITY COMPANY, as Surety, are held and firmly bound unto the Town, in the penal sum of **three hundred and seven thousand ($307,000)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

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

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neiswanger
Its: COO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

MHH\54443\1441213.9

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Szto, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~the~~y executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris Neighbor, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

LABOR AND MATERIALS BOND

BOND NUMBER: 0748735
PREMIUM: Included

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SummerHill N40 LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated September [DAY], 2018, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **three hundred and seven thousand ($307,000)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on September 7th, 2018.

PRINCIPAL:

SUMMERHILL N40 LLC,
a California limited liability company

By: SummerHill Homes LLC,
a California limited liability company
Its Manager

By: _____
Marjorie L. Szto
Senior Vice President
Its: _____

By: _____
Chris Neighbor
Its: CAO

SURETY:

_____
INTERNATIONAL FIDELITY INDEMNITY COMPANY

By: Rachel A Portger

Its: Attorney-In-Fact

2999 Oak Rd., #820
[Address]

Walnut Creek, CA 94597
[City, State, ZIP]

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Marjorie Szto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

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

State of California)
County of Contra Costa)

On Sept. 10, 2018, before me, M. Rinetti, a Notary Public, personally appeared Chris neighbor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. RINETTI
Notary Public – California
Contra Costa County
Commission # 2220824
My Comm. Expires Nov 5, 2021

Signature M. Rinetti

POWER OF ATTORNEY

Bond # 0748735 | ITEM NO. 13.

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY
One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

IVAN M. MAROEVICH, JR., RACHEL A. PORTER, WILLIAM R. GRINDELL, VALERIE D. WILLIAMS-COLE PAUL F. PERLITE.

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Maria H. Branco, Assistant Secretary

A00436/MOC Insurance Services.

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On September 07 , 2018 before me, Dara Touch, Notary Public
(Insert name and title of the officer)

personally appeared Rachel Porter,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies),~~ and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

DARA TOUCH
Notary Public - California
San Francisco County
Commission # 2159426
Comm. Expires Jul 9, 2020

Signature _____ **(Seal)**


Sepulveda Dr






SPEED
HUMP

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 14

DATE: July 24, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Submission of Wildfire Planning and Mitigation Grant Applications to CAL FIRE, FEMA, and the California Fire Safe Council**

RECOMMENDATION: Authorize the Submission of Wildfire Planning and Mitigation Grant Applications to CAL FIRE, FEMA, and the California Fire Safe Council.

FISCAL IMPACT:

If these grants were awarded, the Town could receive up to $1,750,000 in grant funding to support wildfire planning and mitigation efforts. If awarded, the total local match commitment from the Town is anticipated to be between $462,500 and $612,500. Match requirements will be funded from the $1 million Emergency Management allocation. No budget amendment is required at this time. Currently, there is approximately $878,558 remaining from the initial $1 million Emergency Management allocation. If the full $612,500 match requirements are realized, $266,058 of the $1 million Emergency Management allocation would remain.

The below table outlines the various grant applications under consideration:

Project	Estimated Cost	Grant Request	Town Match	Match Source
Evacuation Plan (CAL FIRE)	$300,000	$300,000	$0	N/A
VMP Update (CAL FIRE)	$150,000–$250,000	$150,000–$250,000	$0	N/A
VMP Update (USDA CWDG)	$250,000	$250,000	$62,500	Emergency Management Allocation

PREPARED BY: Chris Todd
Emergency Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

VMP Update (CFSC Alternate Plan)	$150,000–$250,000	up to $100,000	up to $150,000	Emergency Management Allocation
Outdoor Warning Siren	$1,600,000	$1,200,000	$400,000	Emergency Management Allocation

STRATEGIC PRIORITY:

These proposed grant allocations align with the Core Goal of Public Safety and the strategic priority related to furthering the Town's emergency preparedness, resiliency, and response capabilities, particularly in the area of wildfire risk.

BACKGROUND:

The Town of Los Gatos continues to address significant wildfire risk across its Wildland-Urban Interface (WUI) neighborhoods. Several efforts are currently underway or being prepared to better identify community vulnerabilities, enhance emergency operations, and secure external funding to reduce long-term fire hazards.

In 2020, the Town adopted a Vegetation Management Plan (VMP) to support defensible space and roadside fuel reduction. Since that time, conditions have continued to evolve, including changes in community exposure, evacuation planning requirements under state law, and grant eligibility thresholds. Separately, while many Town neighborhoods are already enrolled in digital alerting platforms, there remains a critical need for redundant, audible emergency warning.

In March 2025, the Town submitted an application to the USDA's Community Wildfire Defense Grant Program (CWDG) seeking $250,000 to support an updated Vegetation Management Program. While that application is pending, the current grants represent additional and alternative opportunities to fund foundational planning work and to ensure readiness regardless of federal award outcomes.

These proposed grant applications will support foundational planning and communication initiatives designed to reduce life safety risk and maintain the Town's eligibility for future implementation-phase vegetation mitigation grants.

DISCUSSION:

The Town is preparing multiple grant applications in support of three high-priority wildfire preparedness projects: development of a comprehensive evacuation plan supported by traffic

simulation modeling; a full update to the Town's Vegetation Management Plan; and installation of an outdoor emergency warning system. Each application targets a specific project need while aligning with broader emergency management objectives and state compliance requirements.

Town-Wide Evacuation Plan with Simulation-Based Modeling

This project will develop a detailed wildfire evacuation plan, including travel demand modeling, simulation-based zone clearance analyses, and phased evacuation strategies. The plan will be designed in alignment with SB 99, SB 1241, and AB 747, and structured for integration with the Town's Emergency Operations Plan (EOP).

In anticipation of conducting this work, the Town issued a Request for Proposals (RFP) for this project in June that closed on July 29, 2025. Proposals are currently under evaluation. This project is estimated to cost $300,000. If authorized by Council, a grant application will be submitted to CAL FIRE's Wildfire Prevention Grant Program for the full estimated amount, which does not require a local match for planning projects.

Vegetation Management Plan (VMP) Update

The Town's existing VMP is due for revision to reflect updated vegetation conditions, public feedback, and emerging regulatory guidance. The revised plan will improve coordination across departments, support prioritization of mitigation activities by the Parks and Public Works Department, and ensure continued grant eligibility.

The estimated planning cost for this effort is between $150,000 and $250,000, depending on consultant scope and the need for environmental documentation. This project will be submitted to the CAL FIRE Wildfire Prevention Grant Program. No local match is required.

An alternative funding request for up to $100,000 will also be submitted under the upcoming California Fire Safe Council SFC Grant Program. If awarded, it may fully or partially fund the VMP update in lieu of CAL FIRE or USDA funding. Match requirements could be up to $150,000.

As noted, a related application to the USDA Community Wildfire Defense Grant (CWDG) was submitted in March 2025 and remains pending. That application, if awarded, would fund a broader Vegetation Management Program that includes the updated VMP. If funded, it would serve as an alternative to the CAL FIRE and CFSC proposals.

Outdoor Emergency Warning System

The proposed project includes installation of a high-decibel, siren-based outdoor emergency warning system focused on WUI neighborhoods with evacuation vulnerability. The system will serve as a redundant method of alerting alongside AlertSCC, Genasys Protect, and other digital notification tools.

The estimated total project cost is $1,600,000. The Town will submit a grant application to the FEMA Hazard Mitigation Grant Program requesting $1,200,000 in federal funding (75%). The required 25% local match would be $400,000.

CONCLUSION:

Approval of these recommendations will enable the Town to pursue approximately $1.7 million in grant funding to advance critical wildfire preparedness initiatives. These efforts will modernize the Town's evacuation planning and vegetation risk prioritization, and address longstanding needs related to real-time emergency alerting.

If awarded, staff will return to Council to accept the grants, confirm project scope, and approve contract agreements as required.

COORDINATION:

This effort is being coordinated by the Emergency Management Program and has been reviewed with the Town Manager's Office and Parks and Public Works Department.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 15

DATE: July 9, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution to Appoint the Town Manager as Plan Administrator for the Town's 457(b) and 401(a) Defined Contribution Retirement Plans, Authorize the Town Manager to Execute Necessary Service Provider Agreements and Grant Town Manager the Authority to Delegate/Assign Duties for the Plan to a Fiduciary Investment Advisor Firm and Appropriate Departments and Staff.**

RECOMMENDATION: Adopt a Resolution to (1) appoint the Town Manager as Plan Administrator for the City's 457(b) and 401(a) defined contribution retirement plans; (2) authorize the Town Manager to execute necessary service provider agreements related to the administration of the plans; and (3) grant Town Manager the authority to delegate/assign duties for the plan to Shuster Advisory Group, LLC, to provide fiduciary investment advisory and plan consultative services, and appropriate departments and staff to fulfill the Town's fiduciary responsibilities and duties as outlined in Article XVI, Section 17 of the California Constitution.

FISCAL IMPACT:

There is no fiscal impact on the Town from this action. The participants pay the fee, and the new service agreement will provide significant savings and better investment options to the plan participants.

STRATEGIC PRIORITIES:

This item aligns with the Core Goal of Fiscal Stability and the strategic priority to ensure prudent fiscal management.

PREPARED BY: Gitta Ungvari
Finance Director

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Human Resources Director

BACKGROUND:

The Town provides an employer-sponsored deferred compensation plan under Section 457(b) of the Internal Revenue Code ("IRC") and a 401(a) defined contribution plan under that section of the IRC. The 457(b) Plan provides tax benefits to employees who make deposits into the plan for their retirement. The 401(a) plan is an employer-sponsored money purchase retirement plan that allows dollar or percentage-based contributions from the Town for certain employees as retirement savings. As the sponsor of the plans, the Town has certain fiduciary duties and responsibilities under State law and Federal law. These duties and responsibilities focus on ensuring the operation and investment of the plan are for the exclusive purpose of providing benefits to participants and beneficiaries. Specifically, fiduciary responsibilities include:

- Investing the assets of the plan;
- Administering the plan; and
- Engaging in a prudent process for making all decisions related to the operation of the plan, including decisions related to the plan's investments and related services.

Because of the increasing complexity of the investment process and associated responsibilities to fulfill the Town's fiduciary responsibility to provide plans in the best interests of participating employees, staff issued a request for proposal for 457(b) deferred compensation and 401(a) retirement plan services on April 4, 2025. After a thorough review of the responses from all proponents, Shuster Advisory Group, LLC ("Shuster") was selected to assist the Town in fulfilling the Town's fiduciary responsibility to provide plans in the best interests of participating employees by providing fiduciary investment advisory services and plan consultative services. Shuster is a SEC-Registered Investment Advisor with over $9 billion in assets under advisement, focusing on serving the unique needs of governmental agencies, and special districts serving over 100 cities, agencies and public entities. Shuster serves as a fiduciary to plan investments and provides investment selection, monitoring, and management, as well as plan design and consultative services.

As part of their preparation in response to the Town's request for proposal, Shuster conducted a review of the existing plans and identified areas where the plans and pricing can be improved. Shuster has negotiated an 89% reduction in the 457(b) and 401(a) record-keeping fees without a reduction in services. Shuster will lead a reorganization of the plans implementing fee transparency, an open architecture institutional investment menu, and fiduciary oversight practices.

DISCUSSION:

Based on analysis and final negotiations, it was determined that the 457(b) and 401(a) Plan participants would benefit by remaining with the current record-keeper, MissionSquare, while

implementing the significant reduction in costs and enhanced platform, investments, and services. The estimated positive financial impact to participant accounts from just the fee reduction alone is $8 million over a 30-year period (this assumes no additional contributions or distributions and an average 5% annual rate of return). This impact does not consider the potential for enhanced investment performance from the new, higher-quality, comprehensive, institutional, and low-cost investment menu, nor any future contributions or distributions. Below is a summary of independent investment rating and scoring agencies comparing the plan's current menu to the proposed new menu.

Scoring/Rating Agency	**RPAG Score (0-10, 10 is best)**	**Fi360 Score (100-0, 0 is best)**	**Morningstar Rating (1-5, 5 is best)**
Current Menu	7.9	25.6	3.5
New Menu	9.3	11.4	4.1

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

COORDINATION:

This memo was developed in coordination with the Town Manager's Office and the Human Resources Department.

Attachments:
1. Resolution to Authorize the Town Manager as Plan Administrator for 457(b) and 401(a) plans
2. Agreement with Shuster Advisory Group
3. Shuster Advisory Proposal

DRAFT RESOLUTION 2025-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENTS TO (1) APPOINT THE TOWN MANAGER AS PLAN ADMINISTRATOR FOR THE TOWN'S 457(B) AND 401(A) PLANS ("THE PLANS"), (2) AUTHORIZE TOWN MANAGER TO EXECUTE NECESSARY SERVICE PROVIDER AGREEMENTS RELATED TO THE ADMINISTRATION OF THE PLANS AND (3) GRANT TOWN MANAGER THE AUTHORITY TO DELEGATE/ASSIGN DUTIES FOR THE PLAN TO APPROPRIATE DEPARTMENTS AND STAFF TO FULFILL TOWN'S FIDUCIARY RESPONSIBILITIES AND DUTIES AS OUTLINED IN ARTICLE XVI, SECTION 17 OF THE CALIFORNIA CONSTITUTION

WHEREAS, the Town provides an employer sponsored 457 Deferred Compensation Plan and 401(a) Defined Contribution Plan under Section 457(b) and Section 401(a) of the Internal Revenue Code (IRC) herein known as "the Plans"; and

WHEREAS, the Plans provide tax benefits to eligible employees who make deposits into the plan for their retirement; and

WHEREAS, MissionSquare provides record-keeping and administrative services for the Plans; and

WHEREAS, after conducting an RFP for retirement plan fiduciary and consulting services; and

WHEREAS, the Town selected Shuster Advisory Group, LLC to provide retirement plan fiduciary and consulting services to the Plans, including a review of current plan fees and investments; and

WHEREAS, after reviewing the 457(b) and 401(a) plan data collected, Shuster determined that plan participants would benefit from a significant reduction in plan costs, and the implementation of an enhanced investment platform, utilizing the current record-keeper, MissionSquare; and

THEREFORE, BE IT RESOLVED: that the Town Council of Los Gatos hereby authorizes the following:

The Town Manager of the Town of Los Gatos is authorized as the Plan Administrator of the 457(b) and 401(a) plans and is authorized to execute necessary service provider agreements related to the administration of the plans, and to delegate/assign duties related to the administration of the plans to appropriate departments and staff.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5th day of August 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DRAFT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____(DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and SHUSTER ADVISORY GROUP, LLC, ("Consultant"), whose address is 155 N. Lake Ave., Suite 950, Pasadena, CA 91101. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desire to engage Consultant to provide fiduciary investment advisory services and plan consultative services for the Town's 457(b) deferred compensation plan and 401(a) defined contribution plans..

1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on April 25, 2025 and the related Consultant and Fiduciary Acknowledgements, which are hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect until terminated by either party as defined in Section 4.3 of this Agreement
. Consultant shall perform the services described in this agreement and as further defined in the Retirement Plan Consulting Services Agreement attached as Exhibit B..

2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

Information/Report Handling. All documents furnished to Consultant by the Town are the Town's

property. All reports and supportive data prepared by the Consultant under this Agreement are the Consultant's and Town's property and copies shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its servicespursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.5 Compensation. Compensation for Consultant's professional services **shall not exceed $31,000 per annum ($2,583.33 per month)**, inclusive of all costs. This cost is paid directly by the plan participants. Payment shall be based upon Town approval of each task.

2.6 Billing. The monthly compensation will be deducted from the assets of the retirement plans identified in Exhibit A pro-rata from participant accounts and will be paid to Consultant by the record keeper of the plans as described in Exhibit B.

2.7 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.8 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.9 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.10 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.11 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage, and a limit if not less than $1,000,000 coverage for unowned automobiles.

ii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its elected and appointed officials, employees, and agents, are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the automobile or professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its elected and appointed officials, employees, and agents, shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officials, employees, and agents.

iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town, its elected and appointed officials, employees, and agents, from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing the work described in this contract.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of

a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law and Venue. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than thirty days (30) written notice of termination. In the event of termination, upon request, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Shuster Advisory Group, LLC
Attn: Mark Shuster
155 N. Lake Ave., Suite 950
Pasadena, CA 91101

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

Chris Constantin, Town Manager

Recommended by:

Gitta Ungvari, Finance Director

Approved as to Form:

Gabrielle Whelan, Town Attorney

EXHIBIT A

SCOPE OF WORK AND CONSULTANT & FIDUCIARY ACKNOWLEDGEMENTS

TOWN acknowledges the following:

1. TOWN, as the responsible plan fiduciary for the Town of Los Gatos 457(b) Deferred Compensation Plan and 401(a) defined contribution plan ("Plan(s)), has the authority to designate investment alternatives under the Plan and the related trust, and to enter into an Agreement with third parties to assist in these and related duties.

2. In performing the Fiduciary Services, CONSULTANT is acting as a fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.

3. In performing the Non-Fiduciary Services, CONSULTANT is not acting as a fiduciary of the Plan.

4. In performing both Non-Fiduciary Services and Fiduciary Services, CONSULTANT does not act as, nor has CONSULTANT agreed to assume the duties of, a trustee or the Plan Administrator, and CONSULTANT has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.

5. CONSULTANT will perform the Fiduciary Services described in Appendix A to the Plan based on the standard of care as set forth in the Investment Advisor Act of 1940 and, as such, in accordance with the prudent man rule set forth in ERISA Section 404(a)(1)(B).

6. CONSULTANT will perform the Non-Fiduciary Services described in Appendix B using reasonable business judgment and shall not be liable for any liabilities and claims arising thereunder, unless directly arising from CONSULTANT's intentional misconduct or gross negligence.

7. TOWN acknowledges that CONSULTANT has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); stock brokerage accounts or mutual fund windows; in-plan retirement income annuity products; participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); or other hard-to-value securities or assets. Such assets (except for real estate funds, publicly traded REITs, and collective trusts and similar vehicles) shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to CONSULTANT pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

8. CONSULTANT does not provide legal or tax advice.

9. Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, CONSULTANT does not and cannot guarantee financial results.

10. CONSULTANT may, by reason of performing services for other clients, from time to time acquire confidential information. TOWN acknowledges and agrees that CONSULTANT is unable to divulge to the TOWN or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

11. CONSULTANT is entitled to rely upon all information provided to CONSULTANT (whether financial or otherwise) from reputable third parties or by TOWN, TOWN's representatives or third-party service providers to TOWN, the Plan or CONSULTANT, without independent verification. TOWN agrees to promptly notify CONSULTANT in writing of any material change in the financial and other information provided to CONSULTANT and to promptly provide any such additional information as may be reasonably requested by CONSULTANT.

12. CONSULTANT will not be responsible for voting (or recommending how to vote) proxies of any publicly traded securities (including mutual fund shares) held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with TOWN (or, if applicable, the Plan participants).

13. TOWN understands that CONSULTANT: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client

14. The person signing the Agreement on behalf of TOWN has all necessary authority to do so.

15. The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of TOWN represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by CONSULTANT.

16. The Plan and related Trust permit payment of fees out of Plan assets. TOWN has determined that the fees charged by CONSULTANT are reasonable and are the obligation of the Plan; however, if TOWN desires, it may pay the fees directly, rather than with Plan assets.

17. CONSULTANT agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;

    CONSULTANT is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;

    CONSULTANT is not responsible for the actions by or the failure to act by TOWN, by other service providers, or by Plan participants to protect Data;

    CONSULTANT shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of CONSULTANT.

18. Receipt of Disclosure and Consent to Electronic Delivery. TOWN acknowledges receipt and undertakes to review and consider the disclosures made by CONSULTANT (including in this Agreement, the Form ADV Part 2 and CONSULTANT's Privacy Policy), in particular the portions related to services,

compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

Further, TOWN consents to electronic delivery (via email or other generally accepted method) of current and future distributions of CONSULTANT's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to CONSULTANT.

APPENDIX A – FIDUCIARY SERVICES

CONSULTANT will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s), and shall set forth the asset classes and investment categories to be offered under the Plan(s), as well as the criteria and standards for selecting and monitoring the investments. The TOWN shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.

2. Consistent with the Investment Policy Statement, CONSULTANT will select the initial investment options within the Plan(s).

3. CONSULTANT will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.

4. CONSULTANT will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.

5. Meet with TOWN on a periodic basis to discuss reports and recommendations.

6. Annually review the IPS with the TOWN to ensure it continues to meet the TOWN's needs.

7. Selection of a default investment for participants who fail to make an investment election.

8. Coordinate the Deferred Compensation Committee meetings, record the meeting minutes and provide minutes to the attending members.

LIMITATIONS ON FIDUCIARY SERVICES

CONSULTANT shall not be responsible or liable for the recommendations of or services rendered by anyone other than CONSULTANT. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of TOWN, plan sponsor, record keeper(s), and/or third party administrator(s).

APPENDIX B – NON-FIDUCIARY SERVICES

CONSULTANT will perform the following Non-Fiduciary services:

1. Provide Plan design consulting and Plan document review
2. Provide vendor management/issue resolution
3. Provide consulting assistance on fiduciary best practices
4. Assist in the transition of previous record-keeper(s) and/or Plan provider(s)
5. Provide custom communications when needed
6. Assist in communications with recordkeeper(s) and/or Plan provider(s)
7. Distribute Plan level newsletters
8. Provide RFP services and Plan fee negotiations
9. Incumbent vendor and fee review
10. Contract review support
11. Employee education
12. Provide assistance with mandatory and optional legislative changes

LIMITATIONS ON NON-FIDUCIARY SERVICES

CONSULTANT shall not be responsible or liable for the recommendations of or services rendered by anyone other than CONSULTANT. CONSULTANT and TOWN/plan sponsor will work together to determine mutually agreed upon for services requiring both parties coordinate and/or attend. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of TOWN, plan sponsor, record keeper(s), and/or third-party administrator(s).

EXHIBIT B - FEE SCHEDULE

1. All fees are billed in arrears.
2. The initial fee will be the amount prorated for the number of days included in the initial billing period from the effective payment start date.

3. If this Agreement is terminated prior to the end of a billing period, CONSULTANT shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.

4. All fees will be due and payable within 30 days and are payable to “Shuster Advisory Group, LLC”

5. The annual fee for services shall be as follows:

   Beginning with the Effective Date of this Agreement and continuing until the earlier of the date the plans are converted to a new record-keeper and assets from the prior record-keeper are transferred, the date the plans are converted to a new record-keeper and the first payroll deferral is processed by the new record-keeper, or the date it is decided to remain with the incumbent record-keeper and new pricing is implemented, if applicable, (hereafter known as the “Conversion Date”) the fee for service shall be $2,583.33 per month. Fees will accrue and be paid from Plan assets to CONSULTANT by the record keeper upon the Conversion Date.

   After the “Conversion Date”, the fee for service shall be $2,583.33 per month. Fees will be deducted from Plan assets and will be paid to CONSULTANT by the record-keeper.

At CONSULTANT’s discretion the billing period described above may be adjusted to quarterly.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 16

DATE: July 22, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Third Amendment to the Contract for Legal Services with the Law Firm of Goldfarb & Lipman to Increase the Contract Amount by $65,000, for a Total Contract Amount Not to Exceed $305,000**

RECOMMENDATION: Authorize the Town Manager to execute a Third Amendment to the contract for legal services with the law firm of Goldfarb & Lipman to increase the contract amount by $65,000, for a total contract amount not to exceed $305,000

FISCAL IMPACT:

The funds are available from the Fiscal Year 2024-25 budget. Therefore, there is no budget adjustment requested in connection with approval of this contract amendment; the request is solely for approval of the contract amendment.

STRATEGIC PRIORITY:

This item is in alignment with the Core Goal of Good Governance. Legal services are a core component of effective municipal governance. Increasing the contract amount to continue or expand legal support reflects the Town's commitment to sound decision-making, legal compliance, and accountability in managing land use, contracts, and other civic matters. This supports the goal of maintaining a transparent and well-functioning government.

BACKGROUND:

In July 2022, the Town Attorney's Office entered into an agreement with the law firm of

PREPARED BY: Bridgette Falconio
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

Goldfarb & Lipman LLP to provide specialized housing law counsel. The Town Attorney's Office is seeking Town Council approval of an amendment to increase the amount of the existing contract by $65,000 for a total contract amount of $305,000. The contract is for legal services related to Housing Element issues, SB 330 projects, and litigation. In accordance with the Town's purchasing policy, this is a "single source" contract in that this firm is recognized as a statewide expert in Housing Element law.

On December 3, 2024 and May 20, 2025, respectively, first and second contract amendments in amounts not to exceed an increase of $65,000 and $75,000 were executed.

DISCUSSION:

The proposed Third Amendment will cover costs associated with land use litigation and several SB 330 planning applications. These funds are already budgeted, and the agreement amount needed to be increased to match what has been budgeted. In addition, the Town Attorney's office will return to the Town Council to request additional funds for upcoming housing law matters and litigation.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a Third Amendment with Goldfarb & Lipman, increasing the total not to exceed amount to $305,000.

COORDINATION:

This report was coordinated by the Town Attorney's Office and the Finance Department.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Goldfarb Third Amendment with Exhibit A - First Amendment, Second Amendment and Original Agreement

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 5th day of August, 2025, and amends that certain agreement for Goldfarb and Lipman Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.(“Consultant.”)

RECITALS

A. Town and Consultant entered into an Agreement for land use counsel on July 21, 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town and Consultant entered into a first amendment to the Agreement on December 3, 2024, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

C. Town and Consultant entered into a second amendment to the Agreement on August 5, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

AMENDMENT

1. The compensation section is amended to read $305,000.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

By: _____
Chris Constantin, Town Manager

Goldfarb & Lipman:

By:_____
Barbara Kautz, Esquire

Department Approval:

_____
Gabrielle Whelan, Town Attorney

ATTACHMENT 1

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 20th day of May, 2025 and amends that certain agreement for Goldfarb and Lipman Land Use Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.(“Consultant.”)

RECITALS

A. Town and Consultant entered into an amendment to the Land Use Agreement on November 20, 2025, (“Amendment”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town and Consultant entered into a Land Use Agreement on July 21, 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit B to this Amendment.

AMENDMENT

1. The compensation section is amended to provide for a total contract amount not to exceed $240,000.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Signed by: Chris Constantin 6/2/2025
3EF03F232F1B428...

By: _____
Chris Constantin, Town Manager

Approved as to Consent:

DocuSigned by: Barbara E. Kautz 5/22/2025
D32D576C3570440...

By: _____
Barbara Kautz, Goldfarb & Lipman

Department Approval:

Signed by: Gabrielle Whelan 2 5/28/2025
EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Approved as to Form:

Signed by: Gabrielle Whelan 2 5/28/2025
EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

Signed by: Wendy Wood 6/2/2025
26A726C4AE6A4D9...

Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 20 day of November, 2024 and amends that certain agreement for Goldfarb and Lipman Land Use Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.("Consultant.")

RECITALS

A. Town and Consultant entered into a Land Use Agreement on July 21, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

AMENDMENT

1. The compensation is amended not to exceed $165,000.

2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Signed by:
By: Chris Constantin
3EF03F232F1B428...
Chris Constantin, Town Manager

Approved as to Consent:

DocuSigned by:
By: Barbara Kautz
D32D576C357D440...
Barbara Kautz, Goldfarb & Lipman

Department Approval:

Signed by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Approved as to Form:

Signed by:
Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

goldfarb lipman attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
Dianne Jackson McLean
Michelle D. Brewer
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
Celia W. Lee
Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Rye P. Murphy
Benjamin Funk
Aileen T. Nguyen
Katie Dahlinghaus
Matthew S. Heaton
Nozanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Connor T. Kratz

July 21, 2022

via e-mail

Gabrielle Whelan, Town Attorney
Town of Los Gatos
110 East Main Street
Los Gatos, CA 95030
GWhelan@losgatosca.gov

Re: **Legal Services – Town of Los Gatos – Land Use Assistance**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Los Gatos (the "Town") in connection with various land use matters relating to housing law, including those related to the Town's housing element, general plan, and development projects and related matters as authorized in writing by the City. However, Goldfarb & Lipman will not advise the City regarding matters related to the North Forty property because of our past representation of the developers.

I will have primary responsibility for our work with you on this matter. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

Los Angeles
213 627-6336
San Diego
619 239-6336
Goldfarb & Lipman LLP

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to me at: bkautz@goldfarblipman.com, and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members, and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,

BARBARA E. KAUTZ
bkautz@goldfarblipman.com

Enclosures: Rate Schedule; Billing Policies and Procedures

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

By: Gabrielle P. Whelan

Its: Town Attorney

Date: 7/22/22

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

Goldfarb & Lipman LLP
Billing Rates Per Hour

Partner	$360-$375
Senior Counsel	$355-$375
Associate	$220-$350
Senior Law Clerk	$210
Law Clerk	$195
Litigation Project Coordinator	$210
Project Coordinator	$195

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

GOLDFARB & LIPMAN LLP
LEGAL REPRESENTATION POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

goldfarb lipman attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
Dianne Jackson McLean
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
Celia W. Lee
Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Rye P. Murphy
Benjamin Funk
Aileen T. Nguyen
Katie Dahlinghaus
Brandon V. Stracener
Matthew S. Heaton
Nazanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Jocelyn A. Portales
Colleen A. Wisel
Thomas J. Levendosky

Los Angeles
213 627-6336
San Diego
619 239-6336
Goldfarb & Lipman LLP

February 15, 2024

via e-mail

Gabrielle Whelan, Town Attorney
Town of Los Gatos
110 East Main Street
Los Gatos, CA 95030
GWhelan@losgatosca.gov

Re: **Legal Services – Town of Los Gatos – Land Use Assistance**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to continue to provide legal services to the Town of Los Gatos (the "Town") in connection with various land use matters relating to housing law, including those related to the Town's housing element, general plan, and development projects and related matters as authorized in writing by the City. We may advise the City regarding matters related to the North Forty property so long as it does not involve any confidential information we received based on our past representation of the developers.

I will have primary responsibility for our work with you on this matter, with primary assistance from Nazanin Salehi. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to me at: bkautz@goldfarblipman.com, and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members, and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,



BARBARA E. KAUTZ
bkautz@goldfarblipman.com

Enclosures: Rate Schedule; Billing Policies and Procedures

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

DocuSigned by:
By: Gabrielle Whelan
EFD6738A5534428...

Its: Gabrielle Whelan Town Attorney

Date: 3/11/2024

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

Goldfarb & Lipman LLP
Billing Rates Per Hour

Partner	$370-$390
Senior Counsel	$365-$390
Associate	$275-$365
Senior Law Clerk	$260
Law Clerk	$210
Project Coordinator	$210

Docusign Envelope ID: 9BD24D55-DA2B-4812-9025-72B7CB1F25CF

GOLDFARB & LIPMAN LLP
LEGAL REPRESENTATION POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 17

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Conduct a Public Hearing to Consider Objections to the 2025 Weed Abatement Program Assessment Report and Adopt a Resolution Confirming the Report and Authorizing the Collection of the Assessment Charges**

RECOMMENDATION: Conduct a public hearing to consider objections to the 2025 Weed Abatement Program Assessment Report and adopt a resolution (Attachment 1) confirming the report and authorizing the collection of assessment charges.

FISCAL IMPACT:

The adopted Parks and Public Works FY2025-26 Operating Budget appropriated funding to cover the cost of publishing the legal notices for the program (1115101-62316). The County's costs to administer and carry out the program are recovered through the tax roll assessment charges levied against the properties included in the assessment report.

STRATEGIC PRIORITIES:

The weed abatement program supports the Strategic Priority of Public Safety.

BACKGROUND:

The Weed Abatement Program (the Program) is a different, but complementary program to the Brush Abatement Program. Both programs work to protect the Town by preventing fire hazards created by vegetative growth and the accumulation of combustible debris on private property with the goal of voluntary compliance. The Town of Los Gatos Municipal Code Chapter 11, Article II, requires property owners to prevent potential fire hazards to provide protection for

PREPARED BY: Stefanie Hockemeyer
Project Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Parks and Public Works Director

the property, and any nearby structures by clearing hazards. The Program is administered by the County on behalf of the Town and is funded from fees assessed on the properties included on the assessment list. Every year while in the Program, each of the property owners is charged an annual compliance inspection fee, and some incur costs for additional inspections, administrative fees, and abatement fees.

Typically, a property is placed in the Program after a Santa Clara County (County) inspector identifies a potential fire hazard on the premises. The Fire Department, Code Enforcement, Public Works, and other public agencies can also submit complaints to the County. Once a parcel is placed in the Program, it will remain until it demonstrates compliance for three consecutive years, at which point it will be removed.

Property owners in the Program are given the opportunity to abate their weeds prior to receiving an annual compliance inspection by County staff. The annual inspection is conducted to determine if the property has been cleared of hazards according to the requirements defined in the Santa Clara County Weed Abatement Program Brochure[1]. If the property owner has not complied with the requirements of the Program by the time of the County inspection, then the Town authorizes the County to remove the weeds. The County recovers its costs through a special assessment on each parcel's property tax bill.

On December 3, 2024, the Town Council passed Resolution 2024-051 (Attachment 2) declaring hazardous vegetation (weeds) a public nuisance, providing for their abatement, and setting January 21, 2025, as a public hearing date for the annual program. The County mailed a notice of the January 21, 2025, Public Hearing to property owners in the Los Gatos jurisdiction, along with guidelines on the Weed Abatement Program (Attachment 4).

DISCUSSION:

The 2025 Weed Abatement Assessment Report list includes assessment charges for the annual compliance inspection fee of $105, and any additional inspection, administrative, and abatement fees (Attachment 1 – Exhibit A). The letter provided to each property owner affirms these costs and acknowledges that they will be assessed by the County Tax Collector against the respective properties.

In accordance with the Town Code Section 11.20.035, the assessment report was posted in three (3) prominent places in Town, one (1) of which was at Town Hall. The Town of Los Gatos mailed property owners a notice of the August 5, 2025, Public Hearing for the Los Gatos jurisdiction, including detailed information on the assessment charges and contact information

[1] https://files.santaclaracounty.gov/migrated/Weed%20Abatement%202022%20Brochure%20English%2012-7-21.pdf

for potential questions about the assessments (Attachment 4). A similar notice was also published twice in the Los Gatos Weekly, a newspaper of general circulation published in the Town. This public hearing is an opportunity to allow property owners who are on the assessment report to object to the assessment. At this time, one objection has been received (Attachment 5).

The final assessment report submitted by County Weed Abatement staff is included as Exhibit A of the draft resolution and lists 81 parcels that will be assessed a fee. The assessment charges will be included as a special assessment on the parcel owner's property tax bill.

CONCLUSION:

Staff recommends that the Council conduct a public hearing to consider objections to the 2025 Weed Abatement Program Assessment Report and adopt a resolution confirming the report and authorizing the collection of the assessment charges.

COORDINATION:

This program has been coordinated with the County's Consumer and Environmental Protection Agency (CEPA) - Weed Abatement Program.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:
1. Resolution Confirming the Report and Authorizing Collection of the Assessment Charges with Exhibit A - 2025 Weed Abatement Program Assessment Report
2. Resolution 2024-051 Declaring Hazardous Vegetation (Weeds) a Public Nuisance and Providing for their Abatement
3. Abatement Package Mailed to Property Owners (December)
4. Town Letter to Property Owners (July)
5. Public Comment Received
6. Response Provided by the Weed Abatement Manager on July 29, 2024, in regard to Attachment 5

RESOLUTION 2025-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ADOPTING REPORT DESCRIBING PARCELS OF REAL PROPERTY, AND SHOWING AMOUNT OF HAZARDOUS VEGETATION (WEEDS) ABATEMENT ASSESSMENTS TO BE COLLECTED ON THE SECURED PROPERTY TAX ROLL OF THE TOWN OF LOS GATOS IN THE COUNTY OF SANTA CLARA, FOR 2025

WHEREAS, the Town Council of the Town of Los Gatos, pursuant to Sections 39501 and 39502 of the Government Code of the State of California, has adopted by ordinance a procedure for the abatement of hazardous vegetation (weeds) and the collection of the charges therefore on the tax roll, as contained in Chapter 11, Article II, Sections 11.20.010 through 11.20.045 of the Los Gatos Town Code; and

WHEREAS, pursuant thereto, Resolution No. 2024-051 declaring weeds a public nuisance and providing for their abatement, was adopted by the Town Council on December 3, 2024; and

WHEREAS, pursuant to notice duly and regularly given, the public hearing was held with respect thereto on January 21, 2025, considering objections to the proposed abatement of hazardous vegetation (weeds) for properties listed on the 2025 Weed Abatement Commencement Report and ordering abatement of weeds as a public nuisance, was adopted by the Town Council; and

WHEREAS, a written report has been filed with the Town Clerk of the Town of Los Gatos, containing a description of each parcel of real property, and showing the amount of the charge to be collected on the secured property tax roll with respect thereto, computed in conformity with the charges prescribed by said ordinance; and

WHEREAS, the Town Clerk has set the 5th day of August 2025, in the Town Council Chambers, Town Hall, 110 East Main Street, Los Gatos, California, and utilizing teleconferencing, as the time and place when and where said Town Council would hear and consider all objections or protest, if any, to said report.

RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town Council does hereby find and declare:

1. That notice of said public hearing was duly and regularly published and given as required by Section 11.20.035 of the Los Gatos Town Code and as otherwise required by law; and

2. All persons desiring to be heard during said hearing were given an opportunity to do so, all matters and things pertaining to said report were fully heard and considered by the Town Council, and all protests and objections, if any, are hereby overruled.

FURTHER RESOLVED, that said report, and each charge thereon, with any charges that may be noted on the face of said report pursuant to action taken by this Town Council, is hereby confirmed and approved.

FURTHER RESOLVED, that the charges are affirmed and shall be assessed against the real properties listed on the property tax bill if not sooner paid.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5th day of August, 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

2025 WEED ABATEMENT PROGRAM			
ASSESSMENT REPORT			
TOWN OF LOS GATOS			
SITUS		APN	TAXROLL AMT
831	POLLARD	406-26-011	$105.00
	CALLE MARGUERITA	409-04-049	$105.00
	CALLE MARGUERITA	409-04-052	$3,082.10
	WEDGEWOOD	409-08-001	$4,400.00
17351	WEDGEWOOD	409-14-017	$105.00
14344	LA RINCINADA	409-14-019	$105.00
14330	LA RINCINADA	409-14-020	$105.00
14341	BROWNS	409-14-035	$105.00
14329	MULBERRY	409-15-021	$105.00
17631	WEDGEWOOD	409-17-010	$105.00
103	SPORLEDER	409-24-035	$105.00
109	SPORLEDER	409-24-036	$105.00
110	SPORLEDER	409-24-037	$105.00
104	SPORLEDER	409-24-038	$105.00
14810	CLARA	409-25-030	$702.00
14821	GOLF LINKS	409-27-005	$756.00
14885	LA RINCINADA	409-32-004	$105.00
14635	GOLF LINKS	409-46-025	$105.00
215	DRAKES BAY	421-27-018	$105.00
16245	BURTON	424-06-115	$105.00
	BURTON	424-06-116	$105.00
14823	LOS GATOS	424-07-065	$105.00
14990	TERRENO DE FLORES	424-10-004	$105.00
14926	LOS GATOS	424-10-009	$105.00
14911	NATIONAL	424-10-058	$105.00
142	LESTER	424-13-061	$807.00
16171	SUN RAY	424-19-070	$105.00
15710	WINCHESTER	424-27-013	$105.00
17094	SUMMIT	424-30-037	$105.00
	WOOD	510-46-006	$105.00
	WOOD	510-46-007	$105.00
110	WOOD	510-47-038	$210.00
138	WOOD	510-47-044	$105.00
148	HILLBROOK	523-11-018	$105.00
120	HILLBROOK	523-11-025	$105.00
15839	DEL CERRO	523-24-036	$105.00
	UNION	523-42-011	$105.00
72	DRYSDALE	527-02-007	$210.00
101	DRYSDALE	527-04-008	$105.00
15777	SHADY	527-05-005	$105.00
	CAMINO DEL CERRO	527-08-001	$105.00
	CAMINO DEL CERRO	527-08-002	$105.00
16065	CAMINO DEL CERRO	527-08-003	$105.00
16045	CAMINO DEL CERRO	527-08-009	$105.00

EXHIBIT A

16300	GREENRIDGE	527-12-003	$105.00
16084	GREENRIDGE	527-15-002	$105.00
	LARGA VISTA	527-16-013	$105.00
401	SURMONT	527-20-002	$105.00
14510	BLOSSOM HILL	527-23-027	$105.00
110	BELVALE	527-30-020	$105.00
125	BELVALE	527-30-028	$210.00
175	BELWOOD	527-30-032	$210.00
14841	BLOSSOM HILL	527-42-003	$105.00
310	SANTA ROSA	527-55-036	$105.00
615	BLOSSOM HILL	529-16-026	$105.00
17045	PINE	529-20-011	$105.00
	BELLA VISTA	529-23-015	$105.00
401	ALBERTO	529-23-018	$1,353.00
	BELLA VISTA	529-23-021	$105.00
	BELLA VISTA	529-23-022	$105.00
30	RESERVOIR	529-29-066	$210.00
39	RESERVOIR	529-33-022	$756.00
63	HIGHLAND	529-36-044	$105.00
140	FOSTER	529-37-015	$2,400.23
	TOURNEY	529-39-047	$651.00
16461	KENNEDY	532-17-027	$105.00
16481	KENNEDY	532-17-028	$651.00
150	BROOKE ACRES	532-18-039	$651.00
17511	PHILLIPS	532-39-009	$651.00
17435	PHILLIPS	532-39-013	$105.00
15310	KENNEDY	537-15-001	$105.00
233	FORRESTER	537-21-010	$210.00
135	WOODED VIEW	537-23-042	$105.00
15876	SHANNON	537-26-009	$105.00
15780	SHANNON	537-26-016	$105.00
15760	SHANNON	537-26-018	$105.00
209	FORRESTER	537-28-005	$105.00
15975	CERRO VISTA	537-30-007	$105.00
16380	HARWOOD	567-18-068	$105.00
16220	HARWOOD	567-18-076	$105.00
104	ALMOND BLOSSOM	567-18-077	$105.00

RESOLUTION 2024-051

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DECLARING CERTAIN HAZARDOUS VEGETATION GROWING IN THE TOWN OF LOS GATOS TO BE A PUBLIC NUISANCE, DESCRIBING PROPERTIES WHERE SUCH NUISANCE EXISTS; ORDERING ABATEMENT AND SETTING A PUBLIC HEARING DATE OF JANUARY 21, 2025 TO CONSIDER OBJECTIONS FOR PROPOSED ABATEMENT

WHEREAS, Section 39501 and Section 39502 of the Government Code of the State of California authorizes the Town of Los Gatos to prescribe a procedure for compelling the owner, lessees, or occupant of buildings, grounds, or lots to remove hazardous vegetation (weeds) from such buildings or grounds and adjacent sidewalks, and, upon his failure to do so, to remove such hazardous vegetation (weeds) at owner's expense, making the cost thereof a lien upon such property; and

WHEREAS, the Town of Los Gatos, by ordinance, has adopted such a procedure, codified in Chapter 11, Article II, Sections 11.20.010 through 11.20.045 of the Los Gatos Town Code.

NOW, THEREFORE, BE IT RESOLVED: that the Town Council hereby finds that hazardous vegetation "weeds," as that term is defined in Section 11.20.010, are growing upon and adjacent to certain private property within the Town of Los Gatos as presented in Exhibit A, and declares that all hazardous vegetation (weeds) growing upon any private property or properties, and in any sidewalk street, or alley within the Town of Los Gatos are a public nuisance and should be abated.

BE IT FURTHER RESOLVED that unless such nuisance be abated by the destruction or removal of such hazardous vegetation (weeds) within thirty (30) days after the adoption of this resolution, or within the time specified in a written agreement with the Town of Los Gatos Director of Parks and Public Works, or their representative, whichever time shall be later, as provided in Chapter 11, Article II, of the Los Gatos Town Code, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots and lands from which, or in the front and rear of which, such hazardous vegetation (weeds) shall have been destroyed or removed, such expense constituting a lien upon such lots or lands until paid, and to be collected upon the next tax roll upon which general municipal taxes are collected.

BE IT FURTHER RESOLVED that the Town Engineer shall execute a "Notice to Destroy Hazardous Vegetation (Weeds)" in the form set forth in Section 11.20.020(b) and shall cause same to be published and posted in the manner prescribed by Section 11.20.020(c).

BE IT FURTHER RESOLVED that on the 21st day of January 2025 at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, California, and via Teleconference, a public hearing will be held during which all property owners in the Town of Los Gatos having any objections to the proposed destruction or removal of such hazardous vegetation (weeds) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of December, 2024, by the following vote:

COUNCIL MEMBERS:

AYES: Maria Ristow, Rob Rennie, Rob Moore, Matthew Hudes, Mayor Mary Badame

NAYS: None

ABSENT: None

ABSTAIN: None

SIGNED:

Mary Badame

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

Wendy Wood

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

County of Santa Clara
Consumer and Environmental Protection Agency

Agriculture and Environmental Management
1553 Berger Drive, Building 1 San Jose, CA 95112
80 W. Highland Avenue, Building K San Martin, CA 95046
12425 Monterey Road, San Martin, CA 95046

Vector Control District
1580 Berger Drive, San Jose, CA 95112

https://cepa.santaclaracounty.gov

December 17, 2024

Dear Property Owner,

The County of Santa Clara Weed Abatement Program sent a packet of information to you on December 13, 2024, describing requirements for compliance with minimum fire safety standards on your property during the fire season. It has come to my attention that a typographical error was made pertaining to the date of the public hearing in your jurisdiction. Please see the attached Notice to Destroy with the corrected date of the public hearing listed as **January 21, 2024, at 7:00 PM, and will be held at 110 E Main St, Los Gatos, CA 95030 in the Council Chambers.**

I apologize for any confusion this may have caused. If you have any questions, please feel free to contact me directly by phone at 408-282-3186 or by email at Garik.iosilevsky@cep.sccgov.org.

Sincerely,

Garik Iosilevsky
Weed Abatement Manager
County of Santa Clara Weed Abatement Program
408-282-3186
Garik.iosilevsky@cep.sccgov.org

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 3, 2024, pursuant to the provisions of Section 11.20.020 of the Town Code of the Town of Los Gatos, the Town Council of said Town adopted a Resolution declaring that all weeds growing upon any private property or in any street, sidewalk or alley, as defined in Section 11.20.020 of such code, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall within thirty days after the adoption of such resolution, or within the time specified in a written agreement with the Director of Parks and Public Works of the Town of Los Gatos, or the Director of Parks and Pubic Works' representative, whichever time shall be later, remove all such weeds from their property, the abutting sidewalks, and the abutting half of the street in front, and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the Town of Los Gatos, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the Town Council of such Town to be held in the Council Chambers of said Town at 110 East Main Street, Los Gatos, California, on **Tuesday, January 21, 2025** at **7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration. *The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.*

(over)

LOS GATOS WEED ABATEMENT PROGRAM SCHEDULE

January 21, 2025	Public hearing to consider objections to Abatement List.
April 15, 2025	PARCEL ABATEMENT DEADLINE Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.
July-August, 2025	Assessment Hearing to protest abatement charges (Date subject to change, please confirm with City Clerk)

2025 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of $105.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the April 15th deadline will be charged a processing fee of $597.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of $961.00 per parcel. For those parcels requiring a warrant a fee of $1,323.00 per parcel will be assessed.

2025 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	**1st Disc**	+	**2nd Disc**	= **Total Discs**
0-12,500 sq.ft.	**$TBD**		**$ TBD**	$ **TBD**
12,501sq.ft.- 43,560sq.ft.	**$ TBD**		**$ TBD**	**$ TBD**
Larger than 1 Acre	**$ TBD**		**$ TBD**	**$ TBD** (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK	**$ TBD** PER 100 Square Feet (SF)
C) FLAIL	6 Foot Mower **$ TBD** PER 1,000 SF
MOWING	12 Foot Mower **$ TBD** PER 1,000 SF
D) LOADER WORK	**$ TBD** PER HOUR
E) DUMP TRUCK	**$ TBD** PER HOUR
F) BRUSH WORK	**$ TBD** PER 100 SF
G) DEBRIS REMOVAL	**$ TBD** PER HOUR
H) DUMP FEE	100%

Added to orders with debris removal at 100% of the dump site charge.

***Please note this program does not offer herbicide application as a method of abatement.**

(over)

County of Santa Clara
Consumer and Environmental Protection Agency

Agriculture and Environmental Management
1553 Berger Drive, Building 1 San Jose, CA 95112
80 W. Highland Avenue, Building K San Martin, CA 95046
12425 Monterey Road, San Martin, CA 95046

Vector Control District
1580 Berger Drive, San Jose, CA 95112
Fax (408) 286-2460

http://cepa.santaclaracounty.gov

December 10, 2024

IMPORTANT NOTICE TO ABATE WEEDS

Dear Parcel Owner:

Fire safety is essential to protect lives, preserve property, ensure the well-being of our communities, and minimize the environmental impact. Implementing fire safety measures by removing fire hazards from your parcel is a proactive way to reduce the risk of injury, death, and extensive damage caused by fires. Effective prevention and preparedness measures not only save lives but also safeguard our environment and reduce economic losses. Maintaining proper clearance requirements, known as *Minimum Fire Safety Standards*, is a shared responsibility. Since fire doesn't respect property boundaries, your jurisdictional city (or County if in unincorporated areas) contracts with the County of Santa Clara Weed Abatement Program to ensure that all parcels meet these *Minimum Fire Safety Standards* obligations. You are receiving this notice and information because our team has determined that your parcel is under the jurisdiction of the Weed Abatement Program. Please read the information carefully and contact us for clarification or additional information.

The governing body representing this parcel has or will adopt a resolution declaring your parcel as one that may contain fire hazards from weeds or other debris. Following this action, your governing body will conduct a public Commencement Hearing as part of a public meeting to consider an abatement order requiring you to remove any hazardous vegetation or combustible debris before the deadline in the included *Weed Abatement Program Schedule*. The public Commencement Hearing will be held on the date and at the place stated in the enclosed *Notice to Destroy*. It will provide an opportunity for you to raise any objections or concerns about this requirement and the parcel being on the Weed Abatement Program.

If you believe your parcel includes an environmentally sensitive habitat, please check the box on the blue *Return Reply Form* and provide any additional information on the *Return Reply Form* to assist us in determining the best approach to abating your parcel from fire hazards.

If, after the public Commencement Hearing, the Weed Abatement Program is approved for your parcel, the County is authorized by your city, and the California Health and Safety Code sections §14875-14922 to inspect your parcel to confirm that the parcel has been cleared of hazards and is compliant with *Minimum Fire Safety Standards* (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work before your jurisdiction's deadline. All parcels designated to be part of the Weed Abatement Program will have a $105 annual inspection fee to cover the cost of the program. This $105 cost will be included on your property tax bill as a special assessment.

In addition to the $105 annual inspection fee, if the parcel is found non-compliant at the time of our inspection, the parcel will be assessed a processing fee of $597 per parcel, and the property will be scheduled for abatement by the County-designated contractor. You will not incur additional charges if the abatement work is completed before the County-designated contractor arrives. However, should the County-designated contractor perform the abatement work, the parcel will incur the cost associated with the contractor's work plus an additional County administrative fee of $961 per parcel. **For those parcels requiring a warrant, a fee of $1,323 per parcel will be assessed.**

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

The County will use the lowest cost method of abatement considering the physical characteristics of your prope other environmental or related concerns. Fees are detailed on the price list included in the *Notice to Destroy* amount of fees incurred will be included as a special assessment on your property tax bill following confirmation of the charges by your city (or the County if the parcel is in an unincorporated area) at a public Assessment Hearing. This Assessment Hearing will be scheduled in late spring/early summer, with the exact date determined by your governing body. Typically, Assessment Hearing information is posted at the physical location of the governing body (typically at a city hall building or other government center and most also publish this information on their websites) prior to the meeting.

You can avoid all costs, other than the $105 annual inspection fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs March through October. Parcels will be removed from the program after three consecutive years of voluntary compliance (work completed by parcel owner prior to the deadline and confirmed by our inspection).

In preparation for this program, please complete and return the enclosed blue *Return Reply Form* so we are notified of your plans for abating your property.

If you designate on your *Return Reply Form* that you intend to abate the weeds yourself, you need to complete the abatement before the deadline listed on the attached abatement program schedule and maintain fire-safe conditions for the duration of the fire season. Responding that you intend to provide maintenance does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. The County will abate hazardous vegetation as required after the deadline for your jurisdiction at your cost.

Enclosed you will find the following information:

- √ ***Return Reply Form* specific to your parcel. Please complete and return it to us.**
- √ ***Notice to Destroy Weeds* informing you of an upcoming public Commencement Hearing (that you may attend if you have any objections to the proposed removal of hazardous vegetation or debris from your parcel). Your jurisdiction may offer you the ability to participate in this meeting virtually; please confirm directly with your jurisdiction.**
- √ ***Weed Abatement Program Schedule* for your city with current County abatement fees.**
- √ **County of Santa Clara *Weed Abatement Brochure*.**

Please be aware that any abatement performed by the County must comply with all applicable regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the parcel owner identified by this mailing, please notify us immediately at (408) 282-3145. If you sell your parcel after the date of this letter, it is your responsibility to notify the new owner and include the obligation to pay any abatement costs in your sale agreement. Without taking this action, you will be responsible for all hazard abatement charges assessed to the parcel.

Our goals are voluntary compliance with the Minimum Fire Safety Standards and that all properties remain safe from fire. If you have any questions or need on-site advice to help you achieve compliance with the Minimum Fire Safety Standards, please call us at (408) 282-3145.

Sincerely,

Edgar Nolasco, Director
Consumer and Environmental Protection Agency

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 3, 2024, pursuant to the provisions of Section 11.20.020 of the Town Code of the Town of Los Gatos, the Town Council of said Town adopted a Resolution declaring that all weeds growing upon any private property or in any street, sidewalk or alley, as defined in Section 11.20.020 of such code, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall within thirty days after the adoption of such resolution, or within the time specified in a written agreement with the Director of Parks and Public Works of the Town of Los Gatos, or the Director of Parks and Pubic Works' representative, whichever time shall be later, remove all such weeds from their property, the abutting sidewalks, and the abutting half of the street in front, and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the Town of Los Gatos, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the Town Council of such Town to be held in the Council Chambers of said Town at 110 East Main Street, Los Gatos, California, on **Tuesday, January 2, 2025** at **7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration. *The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.*

(over)

LOS GATOS WEED ABATEMENT PROGRAM SCHEDULE

January 2, 2025 Public hearing to consider objections to Abatement List.

April 15, 2025 PARCEL ABATEMENT DEADLINE
Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.

July-August, 2025 Assessment Hearing to protest abatement charges
(Date subject to change, please confirm with City Clerk)

2025 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of $105.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the April 15th deadline will be charged a processing fee of $597.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of $961.00 per parcel. For those parcels requiring a warrant a fee of $1,323.00 per parcel will be assessed.

2025 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	**1st Disc**	+	**2nd Disc**	= **Total Discs**
0-12,500 sq.ft.	**$TBD**		**$ TBD**	$ **TBD**
12,501sq.ft.- 43,560sq.ft.	**$ TBD**		**$ TBD**	**$ TBD**
Larger than 1 Acre	**$ TBD**		**$ TBD**	**$ TBD** (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK **$ TBD** PER 100 Square Feet (SF)
C) FLAIL MOWING 6 Foot Mower **$ TBD** PER 1,000 SF
12 Foot Mower **$ TBD** PER 1,000 SF
D) LOADER WORK **$ TBD** PER HOUR
E) DUMP TRUCK **$ TBD** PER HOUR
F) BRUSH WORK **$ TBD** PER 100 SF
G) DEBRIS REMOVAL **$ TBD** PER HOUR
H) DUMP FEE 100%
Added to orders with debris removal at 100% of the dump site charge.

***Please note this program does not offer herbicide application as a method of abatement.**

(over)

2025 Return Reply Form

14823 LGB LLC

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program **within 15 days of receipt of this notice.** Thank you.

TRA: **03**

424-07-065

14823 LGB LLC
2600 EL CAMINO REAL STE 410
PALO ALTO CA 94306-1709

SAMPLE

Please check the box that applies for each parcel (see explanations below):

Parcel Number	Site Address			A	B	C
424-07-065	14823	LOS GATOS	LOS GATOS	☐	☐	☐

A I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

B I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **April 15, 2025 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection and fee to ascertain compliance. Non-compliance by the deadline will result in an Inspection fee and the abatement of weeds by the County contractor and the resulting charges added to the property tax.

C I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. ***(All County fees Apply)***

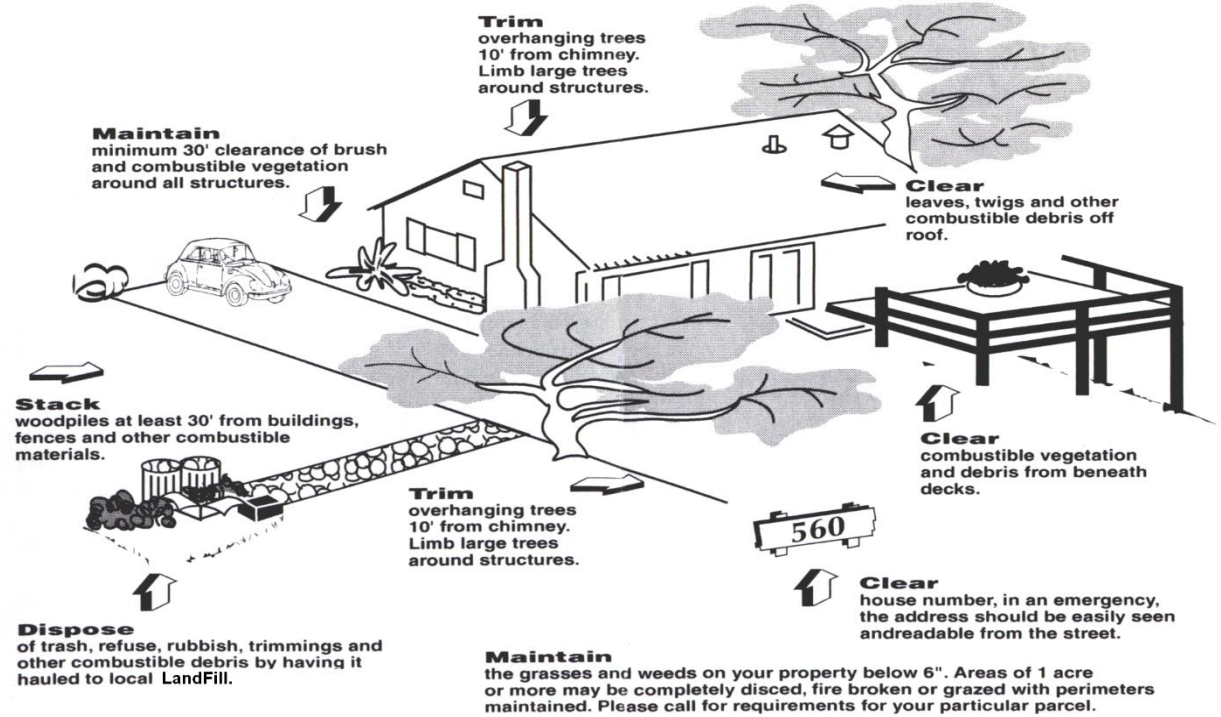
Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st ,2024, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐ Please check if you feel this parcel is environmentaly sensitive

Signature	Name (please print)	Date	( ) Day time phone

MINIMUM FIRE SAFETY STANDARDS (MFSS)

1. **Vegetation must not exceed 6 inches in height any time after the compliance deadline**.
2. Maintain grasses and weeds below 6 inches for 10 feet horizontally on both sides of all roadways, including driveways and access routes. Roads and driveways must maintain a clearance of 10' W by 13'6" H for all vegetation.
3. Clear flammable vegetation a minimum of 30 feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100 foot clearance.
4. Parcels one acre or less shall be completely abated. Parcels over one acre up to five acres require 30 foot clearance around structures and perimeter property lines. Additional 30 foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30 foot clearance around structures and perimeter property lines in addition to 30-foot cross fuel breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least 10 feet away from chimneys. Trim tree branches up from the ground to provide at least 6 feet of vertical clearance.
9. Clear leaves, pine needles and debris from roof and gutters.



Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area. All grasses, including those purportedly fire resistant, must be maintained below 6" in height.

Trees:
African Sumac
[illegible]epper

Shrubs:
Bearberry
Carmel Creeper
Carolina Cherry
Catalina Cherry
Escallonia
Hopseed Bush
Lemonade Berry

Groundcover:
Aaron's Beard
Australian Daisy
Candytuft
Sterile Capeweed
Freeway Daisy
Rock Rose (except Gum Variety)

ITEM NO. 17.

Fire Safety Through Vegetation Management

Santa Clara County
Consumer and Environmental Protection Agency

Weed Abatement Program

1553 Berger Drive #1
San Jose, Ca 95112
Phone (408) 282-3145
Fax: (408) 286-2460
SCC.WeedAbatement@cep.sccgov.org

The Santa Clara County Weed Abatement Program

The Santa Clara County Consumer and Environmental Protection Agency and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

The Weed Abatement program is entirely funded from fees charged to residents. Fees will be assessed for any property in the program. This is to cover the cost of the compliance inspection for the property. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement. If the property requires abatement by the County contractor, the property owner will be responsible for the actual cost of abatement plus an administrative fee. Properties that meet and maintain the minimum fire safety standards will not be charged other than the annual fee.

Program staff annually inspect parcels at the beginning of the fire season, which is typically in March or April depending on your jurisdiction. If the parcel is not in compliance at the time of inspection, the property owner will be charged a failed inspection fee, and the owner will be sent a courtesy notice as a reminder to abate the weeds. If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in your property tax bill.

Our Goal Is Voluntary Compliance

Property Owner's Responsiblilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. ***Please contact our office if you need guidance or have any questions regarding the requirements!***
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services.

Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement.
- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to releasing the work order.
- The County contractor uses several methods of abatement including discing and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.
- The Weed Abatement Program will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Discing collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you ***must*** use another form of weed abatement such as mowing or weed-eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?
A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Weed Abatement Program.

Q. What is required of me now that I am in the Program?
A. All property owners are required to maintain their property free of fire hazards throughout the year.

Q. The grasses planted on my property are fire resistant. Are they exempt from the Weed Abatement program?
A. No. Even grasses that possess some fire resistant qualities are not fire proof, and they can add fuel to any site that is subject to a fire. Additionally, fire resistant grasses are rarely found in a pure, homogenous stand but rather are usually found to occur mixed with other common introduced annual grasses that are highly flammable and hazardous in a fire event. Finally, many grasses occur in Santa Clara County and species identification is difficult in the field, especially after the spring when the reproductive portions required for identification have dried and dispersed. Weed Abatement Inspectors can only focus on the presence of grasses and weeds on your property and the Minimum Fire Safety Standards, and not on grass species identification. Therefore, all grasses are required to be below 6 inches in height.

Q. What is the SC County Weed Abatement Program?
A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

More FAQ:

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time, your property may be removed from the program.

Q. How much will this cost me?

A. There will be an annual fee to cover the cost of the compliance inspection. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged additional fees. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. Any charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring minimizes the volume of combustible material before the hazards increase and dries out completely during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have **not** been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Discing Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

Q. I have Grazing Animals do I need to perform abatement?

A. Grazing animals do not absolve you of your responsibilities to provide a fire safe condition on your property. You will need to check with our office to determine if grazing is adequate or if additional work is required.

County of Santa Clara
Consumer and Environmental Protection Agency
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460

AFFIDAVIT OF MAILING

Notice of Public Hearing for the Jurisdictions of:

Los Gatos

Madeline Wieh, declares as follows: That he/she is a citizen of the United States, over the age of 18 years, that at all times herein mentioned was an employee/agent of the County of Santa Clara.

Madeline Wieh, deposited in the United States Post Office, California, a Notice of Hearing, a copy of which is attached hereto. That said mailing list has been provided by the applicant and lists the owners of property who are entitled to Notice of Hearing. That on said day, there was a regular communication by United States mail between San Jose, California and the addresses shown on the attached mailing list.

I declare under penalty of perjury that
the foregoing is true and correct.

Date: 12/18/24

By: Madeline Mies

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3123

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
Executive: James R. Williams

ITEM NO. 17.

County of Santa Clara
Consumer and Environmental Protection Agency
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460

AFFIDAVIT OF MAILING

Notice of Public Hearing for the Jurisdictions of:

Los Gatos

Madeline Wien, declares as follows: That he/she is a citizen of the United States, over the age of 18 years, that at all times herein mentioned was an employee/agent of the County of Santa Clara.

Madeline Wien, deposited in the United States Post Office, California, a Notice of Hearing, a copy of which is attached hereto. That said mailing list has been provided by the applicant and lists the owners of property who are entitled to Notice of Hearing. That on said day, there was a regular communication by United States mail between San Jose, California and the addresses shown on the attached mailing list.

I declare under penalty of perjury that
the foregoing is true and correct.

Date: 12/13/24

By: Madeline Wien

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3123

pervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
cutive: James R. Williams

TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS DEPARTMENT
PHONE (408) 399-5770

SERVICE CENTER
41 MILES AVENUE
LOS GATOS, CA 95030

July 16, 2025

RE: **NOTICE OF PUBLIC HEARING ON AUGUST 5, 2025, AT 7:00 P.M. TO CONSIDER THE 2025 WEED ABATEMENT PROGRAM ASSESSMENT REPORT AND ADOPT A RESOLUTION CONFIRMING THE REPORT AND AUTHORIZING COLLECTION OF THE ASSESSMENT CHARGES**

You are receiving this letter because you own a parcel that is included in the 2025 Weed Abatement program. On December 3, 2024, the Town Council authorized the initiation of the annual Weed Abatement program.

The Town Council of the Town of Los Gatos has scheduled a public hearing on August 5, 2025 to consider the 2025 Weed Abatement Assessment Report and Adopt a Resolution Confirming the Report and Authorizing the Collection of the Assessment Charges.

The attached Assessment Report reflects the charges that will be assessed on your tax roll. A copy of the letter you received in December 2024 describing the charges is attached for your reference.

If you have questions about the program or proposed charges, we encourage you to contact the Santa Clara County Weed Abatement Department **PRIOR** to the public hearing at 408-282-3145. By contacting the County (who manages the program for the Town), you will be able to discuss any concerns you may have, with the intent of achieving resolution prior to the public hearing procedure.

IMPORTANT NOTICE: This is a hybrid meeting and will be held in person at the location listed on the agenda and virtually through the Zoom webinar application. Members of the public may provide public comments during the public hearing in person or virtually through the Zoom webinar, by following the instructions listed on the meeting agenda. The live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

When the meeting agenda is posted, it will include instructions for the participation in the public process. The live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

Town Council reports related to the Weed Abatement program may be viewed on the Town's website at www.LosgatosCA.gov – under the Agenda & Minutes page. The Council dates that contain these reports are December 3, 2024, January 21, 2025, and August 5, 2025 (8/5 will be available for public review three days prior to the meeting).

Persons wishing to protest the proposed assessment report and/or collection of assessment charges may do so by mailing the protest to the Town Clerk 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk - Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than 11:00 a.m. on August 5, 2025, as described above. Protests must identify the grounds for the protest, the person filing the protest, and the property owned by the person filing the protest.

All INTERESTED PERSONS are encouraged to appear at the Public Hearing and be heard. If anyone wishes to challenge the action on the above application in court, they may be limited to raising only those issues they or anyone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing. **Deadline for all written correspondence is 11:00 a.m. the day of the meeting.**

Sincerely,

Stefanie Hockemeyer

Stefanie Hockemeyer
Project Manager, Parks and Public Works

2025 WEED ABATEMENT PROGRAM			
ASSESSMENT REPORT			
TOWN OF LOS GATOS			
SITUS		APN	TAXROLL AMT
831	POLLARD	406-26-011	$105.00
	CALLE MARGUERITA	409-04-049	$105.00
	CALLE MARGUERITA	409-04-052	$3,082.10
	WEDGEWOOD	409-08-001	$4,400.00
17351	WEDGEWOOD	409-14-017	$105.00
14344	LA RINCINADA	409-14-019	$105.00
14330	LA RINCINADA	409-14-020	$105.00
14341	BROWNS	409-14-035	$105.00
14329	MULBERRY	409-15-021	$105.00
17631	WEDGEWOOD	409-17-010	$105.00
103	SPORLEDER	409-24-035	$105.00
109	SPORLEDER	409-24-036	$105.00
110	SPORLEDER	409-24-037	$105.00
104	SPORLEDER	409-24-038	$105.00
14810	CLARA	409-25-030	$702.00
14821	GOLF LINKS	409-27-005	$756.00
14885	LA RINCINADA	409-32-004	$105.00
14635	GOLF LINKS	409-46-025	$105.00
215	DRAKES BAY	421-27-018	$105.00
16245	BURTON	424-06-115	$105.00
	BURTON	424-06-116	$105.00
14823	LOS GATOS	424-07-065	$105.00
14990	TERRENO DE FLORES	424-10-004	$105.00
14926	LOS GATOS	424-10-009	$105.00
14911	NATIONAL	424-10-058	$105.00
142	LESTER	424-13-061	$807.00
16171	SUN RAY	424-19-070	$105.00
15710	WINCHESTER	424-27-013	$105.00
17094	SUMMIT	424-30-037	$105.00
	WOOD	510-46-006	$105.00
	WOOD	510-46-007	$105.00
110	WOOD	510-47-038	$210.00
138	WOOD	510-47-044	$105.00
148	HILLBROOK	523-11-018	$105.00
120	HILLBROOK	523-11-025	$105.00
15839	DEL CERRO	523-24-036	$105.00
	UNION	523-42-011	$105.00
72	DRYSDALE	527-02-007	$210.00
101	DRYSDALE	527-04-008	$105.00
15777	SHADY	527-05-005	$105.00
	CAMINO DEL CERRO	527-08-001	$105.00
	CAMINO DEL CERRO	527-08-002	$105.00
16065	CAMINO DEL CERRO	527-08-003	$105.00
16045	CAMINO DEL CERRO	527-08-009	$105.00

16300	GREENRIDGE	527-12-003	$105.00
16084	GREENRIDGE	527-15-002	$105.00
	LARGA VISTA	527-16-013	$105.00
401	SURMONT	527-20-002	$105.00
14510	BLOSSOM HILL	527-23-027	$105.00
110	BELVALE	527-30-020	$105.00
125	BELVALE	527-30-028	$210.00
175	BELWOOD	527-30-032	$210.00
14841	BLOSSOM HILL	527-42-003	$105.00
310	SANTA ROSA	527-55-036	$105.00
615	BLOSSOM HILL	529-16-026	$105.00
17045	PINE	529-20-011	$105.00
	BELLA VISTA	529-23-015	$105.00
401	ALBERTO	529-23-018	$1,353.00
	BELLA VISTA	529-23-021	$105.00
	BELLA VISTA	529-23-022	$105.00
30	RESERVOIR	529-29-066	$210.00
39	RESERVOIR	529-33-022	$756.00
63	HIGHLAND	529-36-044	$105.00
140	FOSTER	529-37-015	$2,400.23
	TOURNEY	529-39-047	$651.00
16461	KENNEDY	532-17-027	$105.00
16481	KENNEDY	532-17-028	$651.00
150	BROOKE ACRES	532-18-039	$651.00
17511	PHILLIPS	532-39-009	$651.00
17435	PHILLIPS	532-39-013	$105.00
15310	KENNEDY	537-15-001	$105.00
233	FORRESTER	537-21-010	$210.00
135	WOODED VIEW	537-23-042	$105.00
15876	SHANNON	537-26-009	$105.00
15780	SHANNON	537-26-016	$105.00
15760	SHANNON	537-26-018	$105.00
209	FORRESTER	537-28-005	$105.00
15975	CERRO VISTA	537-30-007	$105.00
16380	HARWOOD	567-18-068	$105.00
16220	HARWOOD	567-18-076	$105.00
104	ALMOND BLOSSOM	567-18-077	$105.00

From: Sundar
To: Clerk; Clerk
Cc: Meredith Johnston
Subject: Re: [redacted] Mulberry Drive - Protest Against Inclusion in Weed Abatement Program
Date: Tuesday, July 29, 2025 8:51:17 AM
Attachments: image002.png

[EXTERNAL SENDER]

Hello,
Good morning.

I am writing in reference to the notice I received again this year regarding the inclusion of my property at [redacted] **Mulberry Dr.** in the **Weed Abatement Program**.

I respectfully disagree with the continued inclusion of my property in this program, especially considering that the original concern stemmed from a one-time issue more than a year ago. At that time, for a few months I was not visiting the property as I was busy focusing on my job search, but since then the property was undergoing a remodel, and I had submitted supporting documentation, including photos of the driveway under construction. Despite my protest, my request was denied, and I was charged.
Since then, significant improvements have been made. The dirt driveway has been fully upgraded with pavers, and the weed abatement team, can attest to the fact that they there were no weeds present and acknowledge the progress on the driveway, during their most recent inspection as well as the last year inspection.

Given these facts and the improved, well-maintained condition of the property since last year, I kindly request that [redacted] **Mulberry Dr.** be **removed from the weed abatement program** moving forward.

Thank you for your attention to this matter. Please feel free to contact me if you need any additional information or updated photos.

Regards,
Sundar
[redacted]

On Tuesday, August 6, 2024 at 08:50:47 AM PDT, Clerk <clerk@losgatosca.gov> wrote:

Cc: Parks and Public Works Administrative Technician

Good morning,

Thank you for your e-mail received by the Town Clerk. Your communication will be provided to the Town Council and posted to the public agenda in a Desk Item today, August 6, 2024.

Once again thank you for contacting the Town of Los Gatos.

Sincerely,

Jenna De Long, CMC, CPMC (She/Hers)

Deputy Clerk

110 E Main Street, Los Gatos CA 95030

Phone: 408.399.5730 ● **Fax**: 408.399.5786
www.losgatosca.gov ● jdelong@losgatosca.gov

Please consider the environment before printing this email.

The information contained in this email pertains to Town business and is intended solely for the use of the individual or entity to whom it is addressed. If the reader of this message is not an intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, and you have received this message in error, please advise the sender by reply email or phone and delete the message. Please note that email correspondence with the Town of Los Gatos, along with attachments, may be subject to the California Public Records Act, and therefore may be subject to disclosure unless otherwise exempt by law.

From: Sundar [redacted]
Sent: Tuesday, August 6, 2024 7:29 AM
To: Clerk <Clerk@losgatosca.gov>
Subject: Re: [redacted] Mulberry Drive - Protest Against Inclusion in Weed Abatement Program

[EXTERNAL SENDER]

Hello,

Based on the call I had with the SCC Country Weed Abatement team and Los Gatos PPW team, I want to emphasize and also add a couple of additional points to consider here.

1. It is claimed that multiple mails have been sent in this regard to me, but I have so far gotten only 2 mails on this subject. One in May of 2023, after which I immediately cleared the driveway and the second one recently after which I am writing this protest letter. Looks like I should have gotten a warning letter earlier, giving me time to clear the weeds by myself, which I haven't gotten and also another mail "Notice to Destroy Weeds, with a blue reply form" in the beginning of 2024 , which was also not received.

2. As I mentioned before, the driveway was cleared immediately after learning of this issue and has been maintained as such since then. The team performed another inspection before a couple of weeks and didn't find any weeds.

3. We are currently in the process of remodel and the driveway would also be levelled and compacted as part of that.

4. Attaching the latest pic of the property for your reference.

Thanks.

Regards,
Sundar

[redacted]



On Friday, August 2, 2024 at 09:19:35 AM PDT, Sundar [redacted] wrote:

Dear Wendy Wood,

I hope this email finds you well. I am writing to formally protest the inclusion of my property, located at [redacted] Mulberry Drive Los Gatos, 95032 in the town's weed abatement program.

Firstly, I was not aware of the existence of such a program until I received a letter from Santa Clara county weed abatement in May 2023, after they had flagged my property. I did not receive any prior warning or notice to clear weeds as mentioned in the town's notice. Immediately after received the letter, I reached out to the SCCWeed Abatement team and I was told that I need to wait for the Town's meeting to protest the inclusion.

I believe there has been a misunderstanding regarding the condition and maintenance of my property, and I would like to provide some context to clarify the situation.

In April 2023, the county weed abatement team took a picture of my property when I was in the process of obtaining a new construction permit for the said property. I have been regularly maintaining the property free from weeds and had just cleared in March 2023, but due to the showers in March and April, the weeds had regrown by the time the picture was taken in April.

Additionally, this was an unfortunate timing as well, as I was also affected by a job loss last year and was deeply involved in job search activities. Despite the unfortunate timing, I cleared the weeds right away after coming to know of such a program, but I had to wait for this meeting / notice to officially protest, as per the SCC Abatement team.

Since then, the property has been diligently maintained and kept free of weeds. Additionally, I am currently in the process of getting a remodel permit and plan to lay a new driveway in the coming months, which will further improve the property's upkeep and appearance.

Given these circumstances, I kindly request that the town consider this as a one-time issue and exclude my property from the weed abatement program. I assure you that I am committed to maintaining the property in accordance with town regulations and standards moving forward.

Thank you for your understanding and consideration. I look forward to your favorable response.

Sincerely,

Sundar Swaminathan

From: Iosilevsky, Garik <garik.iosilevsky@cep.sccgov.org>
Sent: Tuesday, July 29, 2025 12:31 PM
To: Stefanie Hockemeyer <SHockemeyer@LosGatosCA.gov>
Subject: RE: [redacted] Mulberry Drive - Protest Against Inclusion in Weed Abatement Program

Hi Stefanie,

Thanks for forwarding this to me. I do not see any correspondence in our general email inbox with [redacted]. I would like to point out that they are asking to be excluded from the program, while the upcoming meeting is only to appeal any fees for 2025. If they wish to appeal being on the program, they will need to appeal at the meeting which will take place in early 2026. I will also note that this property has passed the inspection for the last 2 years. If they remain on the program for one more year and pass the inspection, they will be removed from the list starting in 2027.

I will be at the meeting on 8/5. I will see you there.

Thank You,
Garik

Garik Iosilevsky
Weed Abatement Manager
County of Santa Clara
Consumer and Environmental Protection Agency
office: (408)282-3186
email: Garik.iosilevsky@cep.sccgov.org

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 18

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Consider an Appeal of a Planning Commission Decision to Approve Construction of a New Single-Family Residence with Reduced Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20. Located at 45 Reservoir Road. APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.**

RECOMMENDATION: Adopt a resolution (Attachment 10) denying an appeal of a Planning Commission decision to approve a request to construct a new single-family residence with reduced rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20, located at 45 Reservoir Road.

FISCAL IMPACT:

Not applicable. Considering approval or denial of an appeal does not in itself result in an additional cost. Depending on the action taken, additional cost my incur.

STRATEGIC PRIORITIES:

Not applicable.

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Community Development Director

BACKGROUND:

The subject property is located east of Reservoir Road and accessed via a private road serving several lots between Reservoir Road and Rogers Street (Attachment 1, Exhibit 1). The subject property is undeveloped and approximately 0.23 acres (10,000 square feet) with an average slope of 28 percent. In 2015, the Town issued Certificates of Compliance for six lots and approved a lot merger to combine the six lots into three lots. The three separate lots include 55 and 60 Rogers Street, and the subject property at 45 Reservoir. The subject property is zoned R-1:20 and nonconforming as to size and width.

On November 17, 2022, the applicant submitted an Architecture and Site application for the construction of a two-story single-family residence with a cellar and associated site grading on the subject vacant property.

On January 8, 2025, the Planning Commission considered the application, including written and verbal public comments, and approved the request.

On January 17, 2025, the decision of the Planning Commission was appealed to the Town Council by an interested person, Mary J. Vidovich, property owner of 47 Reservoir Road. On the appeal form, the appellant indicated that there was an error or abuse of discretion by the Planning Commission.

On March 4, 2025, the Town Council discussed the item and received public testimony (Attachment 1, Exhibits 4 through 7). The Town Council directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission, and remanding the application back to the Planning Commission with specific direction, including the following:

1. Reduce the building footprint in consideration of the least restrictive development area (LRDA); and
2. Reduce the volume/massing of the residence.

Additionally, the Mayor asked that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking.

On March 18, 2025, the Town Council passed and adopted Resolution 2025-009 granting the appeal of the decision of the Planning Commission approving a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on a nonconforming vacant property zoned R-1:20, and remanding the application back to Planning Commission with specific direction as described above (Attachment 1, Exhibit 8).

The June 11, 2025, Planning Commission Staff Report (Attachment 1) provides a detailed summary of the applicant's response to the Town Council direction, including the following:

- Additional justification for the building footprint located outside the LRDA; and
- Revisions made to reduce the volume/massing of the residence through reducing the width of the residence to adhere to the required side setbacks, reducing the gross residence size by 244 square feet (including the ADU), and reducing the porch footprint by 30 feet.

Additionally, the June 11, 2025, Planning Commission Staff Report provided the Commission with additional information regarding regulatory takings. The Planning Commission considered the revised application, including verbal public comments, and approved the project (Attachments 3 and 4).

On June 23, 2025, the decision of the Planning Commission was appealed to the Town Council by an interested person, Mary J. Vidovich, property owner of 47 Reservoir Road (Attachment 5). On the appeal form, the appellant indicated that the decision of the Planning Commission is not supported by substantial evidence in the record.

Pursuant to Town Code Section 29.20.275, any interested person, as defined by Section 29.10.020, may appeal to the Council any decision of the Planning Commission. The notice of appeal must state specifically how there was an error or abuse of discretion by the Planning Commissioner or how the Planning Commission's decision was not supported by substantial evidence in the record. (Demonstrating that a decision was not supported by substantial evidence in the record is one way of establishing an abuse of discretion.) For residential projects, an interested person is defined as "a person or entity who owns property or resides within 1,000 feet of a property for which a decision has been rendered and can demonstrate that their property will be injured by the decision." The appellant meets the requirements.

Pursuant to Town Code Section 29.20.280, the appeal must be heard within 56 days of the Planning Commission hearing, in this case by August 18, 2025. The Council must at least open the public hearing for the item and may continue the matter to a date certain if the Council does not complete its deliberations.

Pursuant to Town Code Section 29.20.295, in the appeal and based on the record, the appellant bears the burden to prove that either there was an error or abuse of discretion (which includes making a decision that was not supported by substantial evidence in the record) by the Planning Commission. If neither is proved, the appeal should be denied. If the appellant meets the burden, the Council shall grant the appeal and may modify, in whole or in part, the determination from which the appeal was taken or, at its discretion, return the matter to the Planning Commission. If the basis for granting the appeal is, in whole or in part, information not presented to or considered by the Planning Commission, the matter shall be returned to the Planning Commission for review.

DISCUSSION:

A. Project Summary

The applicant proposes construction of a new 1,593square-foot, two-story residence with an attached two-car garage in a tandem configuration and an attached accessory dwelling unit (ADU) (Attachment 1, Exhibit 10). In addition to the 1,593 square feet countable toward the floor area ratio (FAR), the residence includes 1,135 square feet of below-grade square footage. The residence includes an attached 574-square-foot garage in a tandem configuration. The proposed garage includes 352 square feet of below grade square footage that does not count toward FAR. The garage also includes other areas that do count toward FAR: 147 square feet of above grade square footage; and 75 square feet of below grade square footage that extends beyond the footprint of the residence above. These areas are within the 400 square feet allowed for a garage on the property. An attached ADU is included on the second story of the residence. Consistent with state law, the ADU will be processed with a separate ministerial Building Permit, which is not the subject of this application. Much of the proposed residence would be located outside of the LRDA due to site and access constraints. The proposed residence, absent the ADU, would not be visible pursuant to the Hillside Development Standards and Guidelines (HDS&G), as only 22 percent would be visible from the viewing area located at Los Gatos-Saratoga Road (Highway 9) and Highway 17 (Attachment 1, Exhibit 10). Within the immediate neighborhood, the proposed project results in the seventh largest residence in terms of total square footage and the third largest in terms of FAR.

A single-family residence is permitted in the R-1:20 zone. The proposed residence complies with the zoning regulations for allowable floor area and height requirements for the property. The project requires a Grading Permit for site improvements with earthwork quantities exceeding 50 cubic yards. The project also requires exceptions to setbacks, road width, parking configuration, driveway depth, grading depths, retaining wall heights, and LRDA. A full discussion and analysis of the application is provided in the June 11, 2025, Planning Commission Staff Report (Attachment 1).

B. Planning Commission

On June 11, 2025, the Planning Commission received the Staff Report and Desk Item (Attachments 1 and 2). After receiving public comment and asking questions of the applicant, the Planning Commission closed the public hearing and discussed the project. The Planning Commission voted five to one to approve the application. Attachment 4 contains the verbatim minutes.

C. Appeal to Town Council

The decision of the Planning Commission was appealed on June 23, 2025, by an interested person, Mary J. Vidovich (Attachment 5). The appellant indicated that the Planning Commission decision is not supported by substantial evidence. The appellant's reasoning is provided below, followed by the applicant's and property owner's response (Attachments 6 and 7), and staff's response.

1. Appellant: The Town Council told the applicant to reduce volume and massing and reduce the building footprint in consideration of the LRDA. The applicant did not follow directions. Too big for the lot.

   Applicant Response: The applicant provided a detailed response, which is included as Attachment 6. In summary, the applicant vehemently disagrees with this opinion and contends the Planning Commission exercised careful consideration of the revised design, approved the project five to one, and noted that they did indeed follow the directives of the Town Council. Additionally, the applicant states that this revised design reflects the directives handed down by the Council, coordinated with staff, and overwhelmingly approved by the Planning Commission. In fact, several commissioners cited that the reductions were rather significant (in effect) and appreciated. This project will fill a vacant piece of land, provide a firetruck turnaround that benefits the entire neighborhood, and ultimately make the area safer by building a WUI approved, fire hardened residence and ADU.

   Staff Response: Regarding reductions in volume and massing, the subject property is zoned R-1:20, which requires a minimum lot size of 20,000 square feet; a lot width of 100 feet; and minimum setbacks of 30 feet in the front, 25 feet in the rear, and 15 feet on the sides. The subject property was the product of a 2015 merger of six lots into three lots. What resulted is a lot that is nonconforming with an area of 10,000 square feet and a width of 83 feet. In addition to these nonconforming characteristics, the lot is further burdened with a private access road bisecting the property. As a result, the building envelope is limited to the southern portion of the property, south of the private road, with a very limited area of LRDA outside of the required setbacks.

   In response to the Council's direction to reduce the volume/massing of the residence, the applicant reduced its width by two and one-half feet on the west side and one to three feet on the east side. The revised residence meets the required side setbacks, eliminating the need for an exception to the side setback requirements. As a result, the gross size of the narrowed residence is reduced by 244 square feet (including the ADU). The applicant also pulled back the front porch wall by two and one-half feet, reducing its footprint by 30 square feet and increasing the distance between the porch and the private road from 18 inches to three and one-half feet. The following table summarizes

the revisions to the gross floor area from the original proposal to the revised proposal.

Floor Area Comparison								
	Original Proposal			Revised Proposal				
	Non-Exempt Floor Area*	Exempt Floor Area	Total	Non-Exempt Floor Area*	Exempt Floor Area	Total	SF Change	% Change
Lower Floor	313	1,287	1,600	321	1,135	1,456	-144	-9.0%
Main Floor	1,327	0	1,327	1,272	0	1,272	-100	-7.5%
Garage Floor	163+63	338	564	147+75	352	574	+10	+1.8%
Total	1,866	1,625	3,491	1,815	1,487	3,302	-189	-5.4%
ADU	516	0	516	461	0	461	-55	-10.7%
* Non-Exempt Floor Area includes above grade square footage and portions of below grade square footage projecting beyond the enclosed building footprint above.								

Regarding reductions in building footprint in consideration of the LRDA, the LRDA on the subject property is concentrated in the southern (rear) portion of the property and the area of the existing private road (Attachment 1, Exhibit 10, Sheet A-3). The LRDA at the rear of the lot is further constrained, with most of it being located within the required rear setback of 25 feet and side setbacks of 15 feet. This leaves a very limited area of LRDA outside of the required setbacks.

Due to these constraints, the applicant continues to pursue an exception to the rear yard setbacks, proposing a minimum rear setback of 19 feet, seven and one-half inches, where 25 feet is required. Staff notes that this minimum setback occurs at one location at the center of the rear of the residence, and the proposed setback increases moving away from this point in either direction.

In their letter responding to the Council's direction included in Attachment 1, Exhibit 9, the applicant notes the following:

- The portion of the proposed residence projecting into the setback would not be visible from the road;
- The minimum setback is exacerbated by the acute angle of the lot shape;
- There will still be plenty of distance to the rear fence;
- The proposed siting of the residence moves it away from the road and allows more of the residence to be located within the LRDA; and
- Moving the residence back further would further increase the amount of grading and trigger another retaining wall height exception.

The following Lot Coverage Comparison table provides an evaluation of the change in the projects lot coverage from the original proposal to the revised proposal.

Lot Coverage Comparison				
	Original Proposal	**Revised Proposal**	**Change (SF)**	**Change (%)**
Residence + Garage + ADU	2,195	2,057	-138	-6.2%
Patios + Balconies (Outside residence footprint)	148	118	-30	-20.2%
TOTAL	2,343	2,175	-168	-7.2%

2. Appellant: On the date of the first meeting, the neighbor Baratzadeh spoke in favor of the building permit being approved. Undisclosed was that the Baratzadehs had a vested interest in the approval due to the fact that they needed electrical through and underneath (underground) of the contiguous property of 45 Reservoir Road's approval, for their pool. The Baratzadehs' contiguous property address is 60 Rogers Road, we believe. Emily Baratzadeh is a licensed real estate salesperson with Coldwell Banker.

   Property Owner's Response: The property owner provided a detailed response, which is included as Attachment 7. In summary, the property owner indicates that the appeal includes statements that are both false and misleading, which misrepresent the facts and unfairly harm the reputations of others. Additionally, the property owner indicates that the appellant's claim is entirely unfounded, and the neighbor's pool project is completely independent of their property and has been in use since March 2025.

   Staff Response: Any existing or potential private party agreements between neighbors have no bearing on the application being considered by the Town.

On July 30, 2025, the appellant submitted additional information regarding their appeal. This letter is included as Attachment 8. This additional information was provided to the applicant, and the applicant has provided letter in response (Attachment 9).

PUBLIC COMMENTS:

Story poles and signage were installed on the site by November 21, 2024, and have been maintained since the January 8, 2025, Planning Commission meeting. Written notice of the Town Council hearing was sent to property owners and tenants within 500 feet of the subject property. Public comments received between 11:01 a.m., Wednesday, June 11, 2025, and 11:00 a.m., Thursday, July 31, 2025, are included as Attachment 11.

ENVIRONMENTAL REVIEW:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

CONCLUSION:

A. Recommendation

For the reasons stated in this report, it is recommended that the Town Council uphold the decision of the Planning Commission to approve the application and adopt a resolution (Attachment 10) denying the appeal.

B. Alternatives

Alternatively, the Town Council could continue the application to a date certain and:

1. Provide direction to staff to prepare a resolution to grant the appeal and remand the application back to the Planning Commission with specific direction;
2. Provide direction to staff to prepare a resolution granting the appeal and denying the application; or
3. Continue the application with other specific direction.

ATTACHMENTS:

1. June 11, 2025, Planning Commission Staff Report, with Exhibits 1 through 10
2. June 11, 2025, Planning Commission Desk Item
3. June 11, 2025, Planning Commission Action Letter with Conditions of Approval
4. June 11, 2025, Planning Commission Verbatim Minutes
5. Appeal of the Planning Commission Decision, received June 23, 2025
6. Applicant's response to the appeal
7. Property owner's response to the appeal
8. Letter from Appellant, received July 30, 2025
9. Applicant's response to the appeal
10. Draft Resolution to Deny Appeal and Approve Project
11. Public comments received between 11:01 a.m., Wednesday, June 11, 2025, and 11:00 a.m., Thursday, July 31, 2025

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 06/11/2025

ITEM NO: 2

DATE: June 6, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.

BACKGROUND:

On January 8, 2025, the Planning Commission considered the application, including written and verbal public comments, and approved the request (Exhibit 4, Attachments 1 through 4).

On January 17, 2025, the decision of the Planning Commission was appealed to the Town Council by an interested person, Mary J. Vidovich, property owner of 47 Reservoir Road (Exhibit 4, Attachment 5). On the appeal form, the appellant indicated that there was an error or abuse of discretion by the Planning Commission.

On March 4, 2025, the Town Council discussed the item and received public testimony (Exhibits 4 through 7). The Town Council directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission, and remanding the application back to the Planning Commission with specific direction including the following:

1. Reduce the building footprint in consideration of the least restrictive development area (LRDA); and
2. Reduce the volume/massing of the residence.

Additionally, the Mayor asked that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking.

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Community Development Director

On March 18, 2025, the Town Council passed and adopted Resolution 2025-009 granting the appeal of the decision of the Planning Commission approving a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on a nonconforming vacant property zoned R-1:20, and remanding the application back to Planning Commission with specific direction as described above (Exhibit 8).

DISCUSSION:

In response to the Town Council's direction, the applicant submitted a Letter of Justification detailing the revisions to the project (Exhibit 9) and revised development plans (Exhibit 10). A summary of the applicant's response to the Town Council's direction follows.

1. Reduce the building footprint in consideration of the (LRDA):

   The LRDA on the subject property is concentrated in the southern (rear) portion of the property and the area of the existing private road (Exhibit 10, Sheet A-3). The LRDA at the rear of the lot is further constrained with the majority of it being located with the required rear setback of 25 feet and side setbacks of 15 feet. This leaves a very limited area of LRDA outside of the required setbacks.

   Due to these constraints, the applicant continues to pursue an exception to the rear yard setbacks, proposing a minimum rear setback of 19 feet, seven and one-half inches, where 25 feet is required. Staff notes that this minimum setback occurs at one location at the center of the rear of the residence and the proposed setback increases moving away from this point in either direction.

   In their letter responding to the Council's direction included in Exhibit 9, the applicant notes the following:

   - The portion of the proposed residence projecting into the setback would not be visible from the road;
   - The minimum setback is exacerbated by the acute angle of the lot shape;
   - There will still be plenty of distance to the rear fence;
   - The proposed siting of the residence moves it away from the road and allows more of the residence to be located within the LRDA; and
   - Moving the residence back further would further increase the amount of grading and trigger another retaining wall height exception.

2. Reduce the volume/massing of the residence:

The subject property is zoned R-1:20, which requires a minimum lot size of 20,000 square feet; a lot width of 100 feet; and minimum setbacks of 30 feet in the front, 25 feet in the rear, and 15 feet on the sides. The subject property was the product of a 2015 merger of six lots into three lots. What resulted was a lot that is nonconforming with an area of 10,000 square feet and a width of 83 feet. In addition to these nonconforming characteristics, the lot is further burdened with a private access road that bisects the property near the middle. As a result, the building envelope is limited to the southern portion of the property, south of the private road, with a very limited area of LRDA outside of the required setbacks.

In response to the Council's direction to reduce the volume/massing of the residence, the applicant reduced its width by two and one-half feet on the west side and one to three feet on the east side. The revised residence now meets the required side setbacks eliminating the need for an exception to the side setback requirements. As a result, the gross size of the narrowed residence is reduced by 244 square feet (including the ADU). The applicant also pulled back the front porch wall by two and one-half feet, reducing its footprint by 30 square feet and increasing the distance between the porch and the private road from 18 inches to three and one-half feet. The following table summarizes the revisions to the gross floor area from the original proposal to the revised proposal.

Floor Area						
	Original Proposal			**Revised Proposal**		
	Non-Exempt Floor Area*	**Exempt Floor Area**	**Total**	**Non-Exempt Floor Area***	**Exempt Floor Area**	**Total**
Lower Floor	313	1,287	1,600	321	1,135	1,456
Main Floor	1,327	0	1,327	1,272	0	1,272
Garage Floor	163+63	338	564	147+75	352	574
Total	1,866	1,625	3,491	1,815	1,487	3,302
ADU	516	0	516	461	0	461
* Non-Exempt Floor Area includes above grade square footage and portions of below grade square footage projecting beyond the enclosed building footprint above.						

3. Information regarding regulatory taking:

Included in the adopted Resolution from the Council, the Mayor requested that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking. In response to this request, the Town Attorney provides the following information and will be available at the Planning Commission meeting on June 11, 2025, to answer any questions.

A land use regulation that goes too far is a regulatory taking. *Pennsylvania Coal Co. v. Mahon*, 260 U.S. 393, 415 (1922). A regulation goes too far and constitutes a per se taking when the regulation deprives the property owner of all economically viable use of the property, *Lucas v. South Carolina Coastal Council*, 505 U.S. 1002, 1013 (1992). A regulation that leaves the property owner with some economically viable use of the property may still be a taking. The determination of whether such a regulation is a taking is on a case-by-case basis and depends on three factors: (1) the economic impact of the regulation on the property owner; (2) the extent to which the regulation has interfered with the property owner's investment-backed expectations; and (3) the character of the government action, *Penn Cent. Transp. Co v. City of New York,* 438 U.S. 104, 124 (1978).

4. Exceptions:

In addition to the response to the direction from the Town Council, the applicant also provided an additional discussion of and justification for the requested exceptions. As listed below, the revised project requires approval of the following exceptions to the Town Code, HDS&G, and HSP. The previously requested exceptions to the side setback exception and dimensions for required parking spaces have been eliminated with the revised project. The exceptions in *italics* would likely be required for any single-family residence developed on the existing lot.

- Required 25-foot rear setback (Town Code);
- Tandem configuration of the two off-street parking spaces (Town Code);
- Driveway depth of at least 18 feet in length (Town Code);
- Four guest parking spaces shall be provided (HSP);
- *Driveway/access road with a minimum width of 18 feet (Town Code);*
- Grading depths shall not exceed four feet of cut (HDS&G);
- *Grading depths shall not exceed three feet of fill (HDS&G);*
- *Retaining wall heights should not be higher than five feet (HDS&G); and*
- *Buildings shall be located within the LRDA (HDS&G).*

PUBLIC COMMENTS:

The installed story poles were not updated to reflect the revised plans. The reduce massing of the residence is summarized above and in the applicant's letter. The project sign was updated to provide the June 11, 2025, hearing date with the Planning Commission. Written notice was sent to property owners and tenants located within 500 feet of the subject property. At the time of drafting the report no public comments have been received.

CONCLUSION:

A. Summary

The applicant submitted a response letter summarizing the revisions to the project (Exhibit 9) and revised development plans (Exhibit 10) in response to the Town Council's direction provided at the March 4, 2025, Town Council meeting.

B. Recommendation

Should the Planning Commission determine that the revised project meets the direction provided by the Town Council and find merit with the proposed project, the Commission can take the actions below to approve the Architecture and Site application:

1. Make the finding that the proposed project is Categorically Exempt, pursuant to the adopted Guidelines for the implementation of the California Environmental Quality Act, Section 15303: New Construction (Exhibit 2);
2. Make the finding as required by Section 29.10.265 of the Town Code to allow exceptions to rear setback, driveway/access road width, and driveway depth on a nonconforming property (Exhibit 2);
3. Make the finding as required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements when a lot does not have adequate area to provide parking as required;
4. Make the finding that the project complies with the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the rear setback, driveway/access road width, parking configuration, and driveway depth (Exhibit 2);
5. Make the finding that the project is in compliance with the Residential Design Guidelines for single-family residences (Exhibit 2);
6. Make the finding that due to the constraints of the site, exceptions to grading depths, retaining wall heights, and buildings located outside of the Least Restrictive Development Area (LRDA) are appropriate, and the project is otherwise in compliance with the applicable sections of the Hillside Development Standards and Guidelines (Exhibit 2);
7. Make the finding that other than an exception to the guest parking requirement, the project complies with the Hillside Specific Plan (Exhibit 2);
8. Make the considerations as required by Section 29.20.150 of the Town Code for granting approval of an Architecture and Site application (Exhibit 2); and
9. Approve Architecture and Site Application S-22-048 with the conditions contained in Exhibit 3 and the revised development plans in Exhibit 10.

C. Alternatives

Alternatively, the Planning Commission can:

1. Continue the matter to a date certain with specific direction; or
2. Approve the application with additional and/or modified conditions; or
3. Deny the application.

EXHIBITS:

1. Location Map
2. Required Findings and Considerations
3. Recommended Conditions of Approval
4. March 4, 2025, Town Council Staff Report with Attachments 1 through 7
5. March 4, 2025, Town Council Addendum Report with Attachment 8
6. March 4, 2025, Town Council Desk Item Report with Attachment 9
7. March 4, 2025, Town Council Meeting Minutes
8. March 18, 2025, Town Council Resolution 2025-009
9. Applicant's Letter of Justification
10. Revised Development Plans

45 Reservoir Road

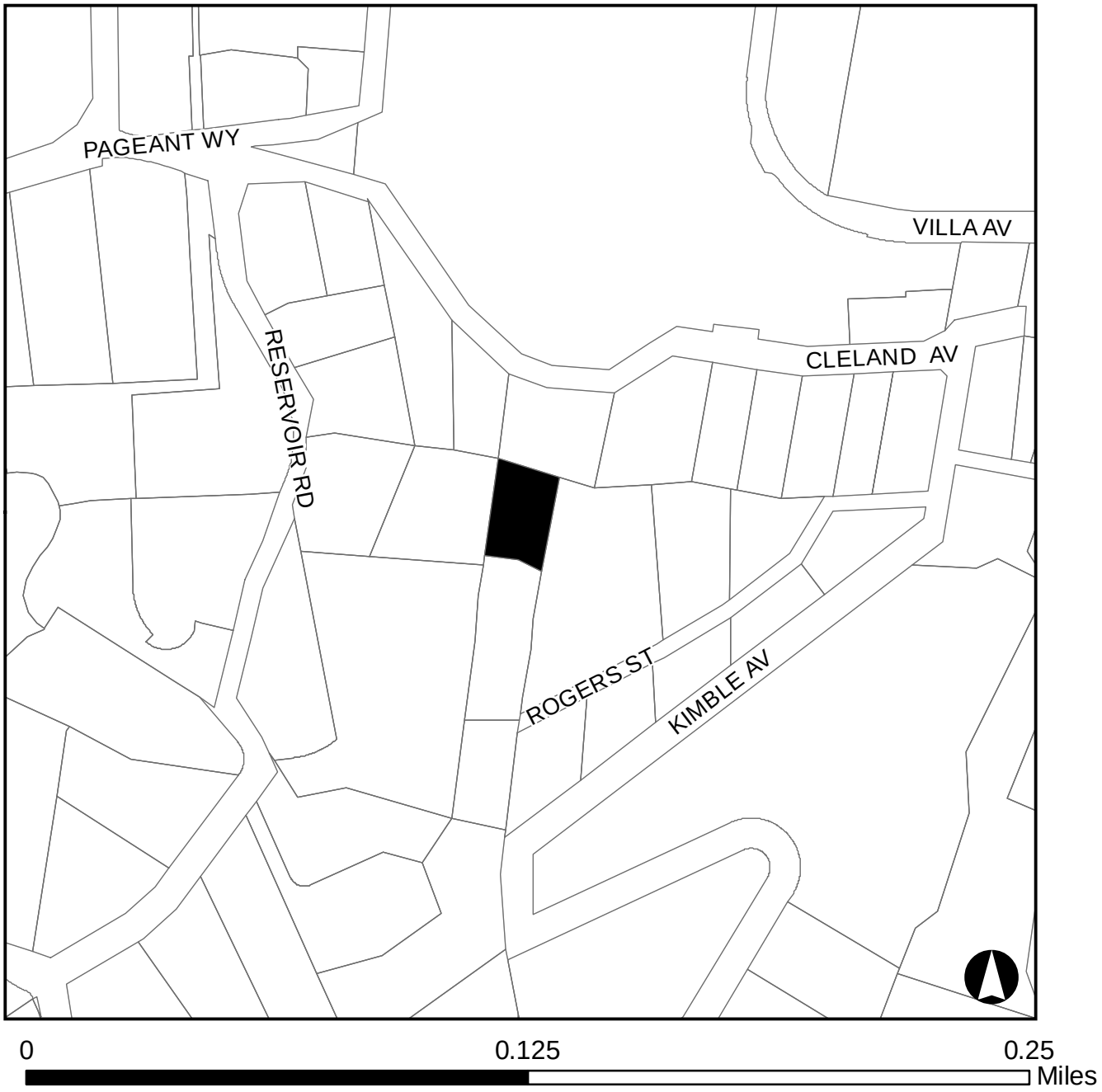


EXHIBIT 1

This Page Intentionally Left Blank

DEVELOPMENT REVIEW COMMITTEE – *June 11, 2025*
REQUIRED FINDINGS AND CONSIDERATIONS FOR:

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

DRAFT

FINDINGS

Required finding for CEQA:

- The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

Required finding for a setback exception on a non-conforming property:

- As required by Section 29.10.265 of the Town Code for modification of zoning rules on nonconforming lots, including setback requirements, driveway/access road width, and driveway depth:

    1. The subject property is nonconforming with regard to lot size; and
    2. The rear setback, driveway/access road width; and driveway depth of the new residence are compatible with the neighborhood.

Required finding for exemption to parking requirements:

- As required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements, the lot does not have adequate area to provide parking as required.

Required compliance with the Zoning Regulations:

- The project meets the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the rear setback, driveway/access road width, parking

configuration, and driveway depth and the findings for these exceptions can be made.

Required compliance with the Residential Design Guidelines:

- The project complies with the Residential Design Guidelines for single-family residences.

Required compliance with the Hillside Development Standards and Guidelines:

- The project complies with the Hillside Development Standards and Guidelines except for the exceptions to grading depths, retaining wall heights, and buildings located outside of the least restrictive development area.

Required compliance with the Hillside Specific Plan:

- As required, the project complies with the Hillside Specific Plan except for the exception to the guest parking requirement.

CONSIDERATIONS

Required considerations in review of Architecture and Site applications:

- As required by Section 29.20.150 of the Town Code, the considerations in review of an Architecture and Site application were all made in reviewing this project.

DRAFT

PLANNING COMMISSION – *June 11, 2025*
CONDITIONS OF APPROVAL

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, DRC, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.

DRAFT

9. LANDSCAPE SPECIES: Revise all landscape species to be consistent with the Hillside Development Standards and Guidelines.
10. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.
11. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
12. STORY POLES/PROJECT IDENTIFICATION SIGNAGE: Story poles and/or project identification signage on the project site shall be removed within 30 days of approval of the Architecture & Site application.
13. EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards & Guidelines.
14. DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards & Guidelines.
15. MAINTENANCE AGREEMENT: Following the issuance of a certificate of occupancy, the property owner shall execute a five-year maintenance agreement with the Town that the property owner agrees to protect and maintain the trees shown to remain on the approved plans, trees planted as part of the tree replacement requirements, and guarantees that said trees will always be in a healthy condition during the term of the maintenance agreement.
16. TREE DEED RESTRICTION: Prior to issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that identifies the on-site trees that were used to provide screening in the visibility analysis and requires their replacement if they die or are removed.
17. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If

DRAFT

the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

18. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.

    If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

    If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

    a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.

b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

19. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.
    b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.
    c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.
    d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.
20. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.

DRAFT

a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.
b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.
c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

   Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

21. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded

basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

22. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

23. PERMITS REQUIRED: A Building Permit is required for the construction of the new single-family residence and attached garage. An additional Building Permit will be required for the PV System that is required by the California Energy Code.
24. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12, including locally adopted Reach Codes.
25. CONDITIONS OF APPROVAL: The Conditions of Approval must be blue lined in full on the cover sheet of the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
26. BUILDING & SUITE NUMBERS: Submit requests for new building addresses to the Building Division prior to submitting for the building permit application process.
27. SIZE OF PLANS: Minimum size 24" x 36", maximum size 30" x 42".
28. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.
29. SHORING: Shoring plans and calculations will be required for all excavations which exceed five (5) feet in depth, or which remove lateral support from any existing building, adjacent property, or the public right-of-way. Shoring plans and calculations shall be prepared by a California licensed engineer and shall confirm to the Cal/OSHA regulations.
30. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation

DRAFT

c. Foundation corner locations
d. Retaining wall(s) locations and elevations

31. TITLE 24 ENERGY COMPLIANCE: All required California Title 24 Energy Compliance Forms must be blue-lined (sticky-backed), i.e., directly printed, onto a plan sheet.
32. TOWN RESIDENTIAL ACCESSIBILITY STANDARDS: New residential units shall be designed with adaptability features for single-family residences per Town Resolution 1994-61:
    a. Wood backing (2" x 8" minimum) shall be provided in all bathroom walls, at water closets, showers, and bathtubs, located 34 inches from the floor to the center of the backing, suitable for the installation of grab bars if needed in the future.
    b. All passage doors shall be at least 32-inch-wide doors on the accessible floor level.
    c. The primary entrance door shall be a 36-inch-wide door including a 5'x 5' level landing, no more than 1 inch out of plane with the immediate interior floor level and with an 18-inch clearance at interior strike edge.
    d. A door buzzer, bell or chime shall be hard wired at primary entrance.
33. BACKWATER VALVE: The scope of this project may require the installation of a sanitary sewer backwater valve per Town Ordinance 6.50.025. Please provide information on the plans if a backwater valve is required and the location of the installation. The Town of Los Gatos Ordinance and West Valley Sanitation District (WVSD) requires backwater valves on drainage piping serving fixtures that have flood level rims less than 12 inches above the elevation of the next upstream manhole.
34. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
35. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2019 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
36. PROVIDE DEFENSIBLE SPACE/FIRE BREAK LANDSCAPING PLAN: Prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
37. PRIOR TO FINAL INSPECTION: Provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.
38. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
39. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be part of the plan submittal as the second page. The specification sheet is available online at www.losgatosca.gov/building.
40. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:

DRAFT

a. Community Development – Planning Division: (408) 354-6874
b. Engineering/Parks & Public Works Department: (408) 399-5771
c. Santa Clara County Fire Department: (408) 378-4010
d. West Valley Sanitation District: (408) 378-2407
e. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS & PUBLIC WORKS:

Engineering Division

41. GENERAL: All public improvements shall be made according to the latest adopted Town Standard Plans, Standard Specifications and Engineering Design Standards. All work shall conform to the applicable Town ordinances. The adjacent public right-of-way shall be kept clear of all job-related mud, silt, concrete, dirt and other construction debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless an encroachment permit is issued by the Engineering Division of the Parks and Public Works Department. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the issuance of correction notices, citations, or stop work orders and the Town performing the required maintenance at the Owner's expense.
42. PAYMENT OPTIONS:
    a. All payments regarding fees and deposits can be mailed to:
    Town of Los Gatos PPW – Attn: Engineering Dept
    41 Miles Avenue
    Los Gatos, CA 95030

    Or hand deliver/drop off payment in engineering lock box
    Checks made out to **"Town of Los Gatos"** and should mention **address and application number** on memo/note line.
43. APPROVAL: This application shall be completed in accordance with all the conditions of approval listed below and in substantial compliance with the latest reviewed and approved development plans. Any changes or modifications to the approved plans or conditions of approvals shall be approved by the Town Engineer.
44. CONSTRUCTION PLAN REQUIREMENTS: Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website.
45. CHANGE OF OCCUPANCY: Prior to initial occupancy and any subsequent change in use or occupancy of any non-residential condominium space, the buyer or the new or existing occupant shall apply to the Community Development Department and obtain approval for use determination and building permit and obtain inspection approval for any necessary work to establish the use and/or occupancy consistent with that intended.
46. GENERAL LIABILITY INSURANCE: The property owner shall provide proof of insurance to

DRAFT

the Town on a yearly basis. In addition to general coverage, the policy must cover all elements encroaching into the Town's right-of-way.

47. PUBLIC WORKS INSPECTIONS: The Owner, Applicant and/or Developer or their representative shall notify the Engineering Inspector at least twenty-four (24) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all work in the Town's right-of-way. Failure to do so will result in penalties and rejection of any work that occurred without inspection.
48. RESTORATION OF PUBLIC IMPROVEMENTS: The Owner, Applicant and/or Developer or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner, Applicant and/or Developer or their representative's operations. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired and replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed, therefore. Existing improvement to be repaired or replaced shall be at the direction of the Engineering Construction Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the Engineering Construction Inspector shall be completed before the issuance of a certificate of occupancy. The Owner, Applicant and/or Developer or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.
49. PLAN CHECK FEES: Plan check fees associated with the Grading Permit shall be deposited with the Engineering Division of the Parks and Public Works Department prior to the commencement of plan check review.
50. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
51. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of permits or recordation of maps.
52. DESIGN CHANGES: Any proposed changes to the approved plans shall be subject to the approval of the Town prior to the commencement of any and all altered work. The Owner's project engineer shall notify, in writing, the Town Engineer at least seventy-two (72) hours in advance of all the proposed changes. Any approved changes shall be incorporated into the final "as-built" plans.
53. PLANS AND STUDIES: All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California and submitted to the Town Engineer for review and approval. Additionally, any post-project traffic or parking counts, or other studies imposed by the Planning Commission or Town Council shall be funded by the Owner, Applicant and/or Developer.
54. GRADING PERMIT DETERMINATION DURING CONSTRUCTION DRAWINGS: In the event that, during the production of construction drawings and/or during construction of the plans approved with this application by the Town of Los Gatos, it is determined that a grading permit would be required as described in Chapter 12, Article II (Grading Permit) of

the Town Code of the Town of Los Gatos, an Architecture and Site Application would need to be submitted by the Owner for review and approval by the Development Review Committee prior to applying for a grading permit.

55. ILLEGAL GRADING: Per the Town's Comprehensive Fee Schedule, applications for work unlawfully completed shall be charged double the current fee. As a result, the required grading permit fees associated with an application for grading will be charged accordingly.
    a. DUST CONTROL: Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three (3) times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets shall be cleaned by street sweepers or by hand as often as deemed necessary by the Town Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one (1) late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Town. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed twenty (20) miles per hour (MPH). All trucks hauling soil, sand, or other loose debris shall be covered.
56. CONSTRUCTION ACTIVITIES: All construction shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinance, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
57. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris SHALL NOT be washed into the Town's storm drains.
58. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
59. GOOD HOUSEKEEPING: Good housekeeping practices shall be observed at all times during the course of construction. All construction shall be diligently supervised by a person, or persons authorized to do so at all times during working hours. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in penalties and/or the Town performing the required maintenance at the Owner's expense
60. SITE DESIGN MEASURES: This project shall incorporate at least one of the following measures:
    a. Protect sensitive areas and minimize changes to the natural topography.
    b. Minimize impervious surface areas.
    c. Direct roof downspouts to vegetated areas.

DRAFT

d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
e. Use landscaping to treat stormwater.

61. CONSTRUCTION HOURS: All subdivision improvements and site improvements construction activities, including the delivery of construction materials, labors, heavy equipment, supplies, etc., shall be limited to the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays. The Town may authorize, on a case-by-case basis, alternate construction hours. The Owner, Applicant and/or Developer shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
62. CONSTRUCTION NOISE: Between the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet from the source. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.
63. SANITARY SEWER CLEANOUT: Sanitary sewer cleanouts shall be relocated within the property in question.
64. PRECONSTRUCTION MEETING: Prior to issuance of any grading or building permits or the commencement of any site work, the general contractor shall:
    a. Along with the Owner, Applicant and/or Developer, attend a pre-construction meeting with the Town Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters.
    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them as well prior to commencing any work, and that a copy of the project conditions of approval will be posted on-site at all times during construction.
65. CONSTRUCTION VEHICLE PARKING: Construction vehicle parking within the public right-of- way will only be allowed if it does not cause access or safety problems as determined by the Town.
66. STREET/SIDEWALK CLOSURE: Any proposed blockage or partial closure of the street and/or sidewalk requires an encroachment permit. Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.
67. GRADING PERMIT: A grading permit is required for all site grading and drainage work except for exemptions listed in Section 12.20.015 of The Code of the Town of Los Gatos (Grading Ordinance). Grading work taking place either simultaneously, on-site is considered eligible for the grading permit process and could be counted toward quantities, depending on permit status. After the preceding Architecture and Site Application has been approved by the respective deciding body and the appeal period has passed, the grading permit application with grading plans and associated required materials shall be submitted via email to the PPW engineer assigned to the A&S review. Plan check fees (determined after initial submittal) shall be sent to the Engineering Division of the Parks and Public Works

DRAFT

Department located at 41 Miles Avenue. The grading plans shall include topographic map/existing conditions, final grading, drainage, retaining wall location(s), driveway, utility sheet and erosion control. Grading plans shall list earthwork quantities and a table of existing and proposed impervious areas. Unless specifically allowed by the Director of Parks and Public Works, the grading permit will be issued concurrently with the building permit. The grading permit is for work outside the building footprint(s). Prior to Engineering signing off and closing out on the issued grading permit, the Owner's soils engineer shall verify, with a stamped and signed letter, that the grading activities were completed per plans and per the requirements as noted in the soils report. A separate building permit, issued by the Building Department, located at 110 E. Main Street, is needed for grading within the building footprint.

68. SECURITY OF PERFORMANCE: Prior to approval of the grading permit, the applicant shall provide security for the performance of the work described and delineated on the approved grading plans. The form of security shall be one (1) or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney
    a. Bond or bonds issued by one (1) or more duly authorized corporate sureties on a form approved by the Town.
    b. Deposit, with the Town, money, negotiable bonds of the kind approved for securing deposits of public monies, or other instrument of credit from one (1) or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment.
69. GRADING ACTIVITY RESTRICTIONS: Upon receipt of a grading permit, any and all grading activities and operations shall not occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15).
70. CONSTRUCTION EASEMENT: Prior to the issuance of a grading or building permit, it shall be the sole responsibility of the Owner, Applicant and/or Developer to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed. Proof of agreement/approval is required prior to the issuance of any Permit.
71. DRAINAGE STUDY: Prior to the issuance of any grading or building permits, the following drainage studies shall be submitted to and approved by the Town Engineer: a drainage study of the project including diversions, off-site areas that drain onto and/or through the project, and justification of any diversions; a drainage study evidencing that the proposed drainage patterns will not overload the existing storm drain facilities; and detailed drainage studies indicating how the project grading, in conjunction with the drainage conveyance systems (including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding) will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood.
72. DRAINAGE IMPROVEMENT: Prior to the issuance of any grading permits, the Owner, Applicant and/or Developer shall: a) design provisions for surface drainage; and b) design all necessary storm drain facilities extending to a satisfactory point of disposal for the

proper control and disposal of storm runoff; and c) provide a recorded copy of any required easements to the Town.

73. TREE REMOVAL: Copies of all necessary tree removal permits shall be provided prior to the issuance of a building permit. An arborist report may be necessary.
74. SURVEYING CONTROLS: Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer qualified to practice land surveying, for the following items:
    a. Retaining wall: top of wall elevations and locations.
    b. Toe and top of cut and fill slopes.
75. RETAINING WALLS: A building permit, issued by the Building Department, located at 110 E. Main Street, may be required for site retaining walls. Walls are not approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
76. PROXIMITY OF RETAINING WALLS TO ADJACENT BUILDINGS: Prior to the issuance of a grading or building permit, structural details for the proposed retaining walls located immediately adjacent to or in the immediate vicinity of existing buildings on adjoining lots shall be submitted confirming that said walls will not negatively affect the structural integrity of these buildings.
77. WEST VALLEY SANITATION DISTRICT: All sewer connection and treatment plant capacity fees shall be paid either immediately prior to the issuance of a sewer connection permit. Written confirmation of payment of these fees shall be provided prior to issuance of the Grading Permit.
78. GEOLOGY AND SOILS MITIGATION MEASURE: A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. All recommendations of the investigation shall be incorporated into project plans.
79. GEOTECHNICAL/GEOLOGICAL ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner’s soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing shall be documented in an “as-built” letter/report prepared by the Owner’s soils engineer and submitted to the Town before a certificate of occupancy is granted.
80. FENCES: Fences between all adjacent parcels will need to be located on the property lines/boundary lines. Any existing fences that encroach into the neighbor’s property will need to be removed and replaced to the correct location of the boundary lines before a Certificate of Occupancy for any new building can be issued. Waiver of this condition will require signed and notarized letters from all affected neighbors.
81. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of any building or grading permit, the Owner shall pay the project's proportional share of transportation improvements

DRAFT

needed to serve cumulative development within the Town of Los Gatos. The fee amount will be based upon the Town Council resolution in effect at the time the building permit is issued.

82. PRECONSTRUCTION PAVEMENT SURVEY: Prior to issuance of any grading or building permit, the Owner, Applicant and/or Developer shall complete a pavement condition survey documenting the extent of existing pavement defects using a smartphone video (in Landscape orientation only) or digital video camera. The survey shall extend the length of Reservoir Road and the connecting private access driveway. The results shall be documented in a report and submitted to the Town for review.
83. POSTCONSTRUCTION PAVEMENT SURVEY: The Owner, Applicant and/or Developer shall complete a pavement condition survey covering the same sections of roads documented in the Preconstruction Pavement Survey to determine whether road damage occurred as a result of project construction and whether there were changes in pavement strength. Rehabilitation improvements required to restore the pavement to pre-construction condition. The results shall be documented in a report and submitted to the Town for review and approval before a Certificate of Occupancy for any new building can be issued. The Owner, Applicant and/or Developer shall be responsible for completing any required road repairs prior to release of the faithful performance bond.
84. ON-SITE/OFF-SITE PARKING: Parking spaces shall be paved with a compacted base not less than four (4) inches thick, surfaced with asphaltic concrete or Portland cement concrete pavement or other surfacing (e.g.: permeable paving materials, interlocking pavers and ribbon strip driveways) approved by the Town Engineer.
85. TRAFFIC CONTROL PLAN: If a traffic control plan is required, it must be submitted and approved by the Town Engineer prior to the issuance of an encroachment, grading or building permit. This plan shall include, but not be limited to, the following measures:
    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, special events, and other projects in the area. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.
    b. Flag persons shall be placed at locations necessary to control one-way traffic flow. All flag persons shall have the capability of communicating with each other to coordinate the operation.
    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation.
86. HAULING OF SOIL: Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Director of Parks and Public Works. Prior to the issuance of a grading or building permit, the Owner and/or Applicant or their representative shall work with the Town Building Department and Engineering Division Inspectors to devise a traffic control plan to ensure safe and efficient traffic flow under periods when soil is hauled on or off the project site. This may include but is not limited to provisions for the Owner and/or Applicant to place construction notification signs noting the dates and time of construction and hauling activities or providing additional traffic

DRAFT

control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand, and other loose debris.

87. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any grading or building permits, the Owner and/or Applicant's design consultant shall submit a construction management plan sheet (full-size) within the plan set that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, materials storage area(s), construction trailer(s), concrete washout(s) and proposed portable restroom locations. Please refer to the Town's Construction Management Plan Guidelines document for additional information.
88. SHARED PRIVATE STREET: The private street accessing the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
89. EMERGENCY VEHICLE ACCESS: The Emergency Vehicle Access Easement (EVAE) that traverses the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
90. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any grading or building permits, the Owner, Applicant and/or Developer shall coordinate with the Santa Clara County Fire Department to ensure that any proposed modifications to the Emergency Vehicle Access Easement that traverses the Project Site are curvilinear, allows for the Department's equipment to travel across said easement, and meets all Department specifications. Plans shall be submitted to the Santa Clara County Fire Department for approval prior to construction.
91. WVSD (West Valley Sanitation District): Sanitary sewer laterals are televised by West Valley Sanitation District and approved by the Town of Los Gatos before they are used. A Sanitary Sewer Clean-out is required at the property line, within one (1) foot of the property line, or at a location specified by the Town.
92. SANITARY SEWER BACKWATER VALVE: Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Building Official. The Town shall not incur any liability or responsibility for damage resulting from a sewer overflow where the property owner or other person has failed to install a backwater valve as defined in the Uniform Plumbing Code adopted by the Town and maintain such device in a functional operation condition.

    Evidence of West Sanitation District's decision on whether a backwater device is needed shall be provided prior to the issuance of a building permit.
93. RELOCATION OF TRASH AND RECYCLING COLLECTION LOCATION: Prior to the issuance of any permits, an approval letter from West Valley Collection & Recycling accepting the

trash and recycling collection locations shall be provided to the Town.

94. BEST MANAGEMENT PRACTICES (BMPs): The Owner, Applicant and/or Developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Best Management Practices (BMPs) shall be maintained and be placed for all areas that have been graded or disturbed and for all material, equipment and/or operations that need protection. Removal of BMPs (temporary removal during construction activities) shall be replaced at the end of each working day. Failure to comply with the construction BMP will result in the issuance of correction notices, citations, or stop work orders.
95. INFILTRATION TRENCHES: The following requirements apply to the proposed infiltration trenches:
    a. Prior to completion of the Final Stormwater Control Plan, a geotechnical engineer shall review the design of the infiltration trenches and retaining walls along the portion of the road within the property boundary and determine whether additional structural supports are needed to ensure stability of the road and the adjacent hillside during the wet season.
    b. The assumed infiltration rate shall be verified with actual site-specific soils data prior to the Final Stormwater Control Plan for the development. If the infiltration rate is lower, a hydrologic analysis shall be conducted to ensure that the proposed trench sizes are adequate.
    c. The infiltration trench shall be protected from sediment generated during construction of homes on the lots. The proposed source control measures shall be indicated on the project plans.
    d. Maintenance of stormwater treatment and the infiltration trenches shall be the responsibility of the property owner and/or future property owners.
96. UNLAWFUL DISCHARGES: It is unlawful to discharge any wastewater or cause hazardous domestic waste materials to be deposited in such a manner or location as to constitute a threatened discharge, into storm drains, gutters, creeks or the San Francisco Bay. Unlawful discharges to storm drains include, but are not limited to: discharges from toilets, sinks, industrial processes, cooling systems, boilers, fabric cleaning, equipment cleaning, or vehicle cleaning.
97. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department during the grading permit application process. A maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping, shall be included. Interim erosion control method shall include, but are not limited to silt fences, fiber rolls (with locations and details), erosion control blankets,

    Town standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months.
98. AIR QUALITY: To limit the project's construction-related dust and criteria pollutant

emissions, the following the Bay Area Air Quality Management District (BAAQMD)-recommended basic construction measures shall be included in the project's grading plan, building plans, and contract specifications:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, or otherwise kept dust-free.
b. All haul trucks designated for removal of excavated soil and demolition debris from site shall be staged off-site until materials are ready for immediate loading and removal from site.
c. All haul trucks transporting soil, sand, debris, or other loose material off-site shall be covered.
d. As practicable, all haul trucks and other large construction equipment shall be staged in areas away from the adjacent residential homes.
e. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day, or as deemed appropriate by Town Engineer. The use of dry power sweeping is prohibited. An on-site track-out control device is also recommended to minimize mud and dirt-track-out onto adjacent public roads.
f. All vehicle speeds on unpaved surfaces shall be limited to fifteen (15) miles per hour.
g. All driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within forty-eight (48) hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. Please provide the BAAQMD's complaint number on the sign: 24-hour toll-free hotline at 1-800-334-ODOR (6367).
i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed twenty (20) miles per hour.
j. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

99. DETAILING OF STORMWATER MANAGEMENT FACILITIES: Prior to the issuance of any grading or building permits, all pertinent details of any and all proposed stormwater management facilities, including, but not limited to, ditches, swales, pipes, bubble-ups, dry wells, outfalls, infiltration trenches, detention basins and energy dissipaters, shall be provided on submitted grading and drainage plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
100. WATER FEATURES: New swimming pools, hot tubs, spas and/or fountains shall have a connection to the sanitary sewer system, subject to West Valley Sanitation District's authority and standards, to facilitate draining events. Discharges from these feature(s) shall be directed to the sanitary sewer and are not allowed into the storm drain system.
101. SITE DRAINAGE: Rainwater leaders shall be discharged to splash blocks. On-site drainage

DRAFT

systems for all projects shall include one of the alternatives included in section C.3.i of the Municipal Regional NPDES Permit. These include storm water reuse via cisterns or rain barrels, directing runoff from impervious surfaces to vegetated areas and use of permeable surfaces. If stormwater treatment facilities are to be used, they shall be placed a minimum of ten (10) feet from the adjacent property line and/or right-of-way. Alternatively, the facility(ies) may be located with an offset between 5 and 10 feet from the adjacent property and/or right-of-way line(s) if the responsible engineer in charge provides a stamped and signed letter that addresses infiltration and states how facilities, improvements and infrastructure will not adversely affect the adjacent property. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

102. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
103. NOTE: The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to "…adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. Where a conflict exists between local & 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08. All comments below that result from PRC 4290 are identified by **.
104. **WIDTH: (a) All roads shall be constructed to provide a minimum of two ten (10) foot traffic lanes, not including shoulder and striping. These traffic lanes shall provide for two-way traffic flow to support emergency vehicle and civilian egress, unless other standards are provided in this article or additional requirements are mandated by local jurisdictions or local subdivision requirements. Vertical clearances shall conform to the requirements in California Vehicle Code section 35250. (b) All one-way roads shall be constructed to provide a minimum of one twelve (12) foot traffic lane, not including shoulders. The local jurisdiction may approve one-way roads. (1) All one-way roads shall, at both ends, connect to a road with two traffic lanes providing for travel in different directions, and shall provide access to an area currently zoned for no more than ten (10) residential units. (2) In no case shall a one-way road exceed 2,640 feet in length. A turnout shall be placed and constructed at approximately the midpoint of each one-way road. (c) All driveways

shall be constructed to provide a minimum of one (1) ten (10) foot traffic lane, fourteen (14) feet unobstructed horizontal clearance, and unobstructed vertical clearance of thirteen feet, six inches (13' 6”). California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2 Articles 1-5, § 1273.01.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

105. **ROAD SURFACES: (a) Roads shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds and provide an aggregate base. (b) Driveways and road and driveway structures shall be designed and maintained to support at least 40,000 pounds. (c) Project proponent shall provide engineering specifications to support design, if requested by the local authority having jurisdiction. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.02.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
106. **GRADES: (a) At no point shall the grade for all roads and driveways exceed 16 percent. (b) The grade may exceed 16%, not to exceed 20%, with approval from the local authority having jurisdiction and with mitigations to provide for same practical effect. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.03.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
107. **RADIUS: (a) No road or road structure shall have a horizontal inside radius of curvature of less than fifty (50) feet. An additional surface width of four (4) feet shall be added to curves of 50-100 feet radius; two (2) feet to those from 100-200 feet. (b) The length of vertical curves in roadways, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall be not less than one hundred (100) feet. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.04.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
108. **TURNAROUND: (As noted on sheet A-4 and sheet 4) (a) Turnarounds are required on driveways and dead- end roads. (b) The minimum turning radius for a turnaround shall be forty (40) feet, not including parking, in accordance with the figures in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is used instead, the top of the “T” shall be a minimum of sixty (60) feet in length.(c) Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart. (d) A turnaround shall be provided on driveways over 300 feet in length and shall be within fifty (50) feet of the building.(d) Each dead-end road shall have a turnaround constructed at its terminus. Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot intervals.(e) Figure A. Turnarounds on roads with two ten-foot traffic lanes. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.05.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

109. PRC 4290 REQUEST FOR EXCEPTION CONDITIONS OF APPROVAL:
    a. A copy of the Alternate Means/Methods application form including approval signature, exhibits, and these comments shall be made part of the building permit drawing set, to be routed to Santa Clara County Fire Department for final approval.
    b. Sign(s) to be provided:
        - At Reservoir St indicating the turnaround is onsite.
        - At turnaround indicating the turnaround location and no parking in the turn around.
    c. Language and location of these signs to be provided on building permit drawings, and approved prior to building permit issuance.
110. FIRE SPRINKLERS REQUIRED: (As Noted on Sheet A1) Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.
111. REQUIRED FIRE FLOW: (Letter received) The minimum require fireflow for this project is 875 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.3]
112. FIRE DEPARTMENT (ENGINE) DRIVEWAY TURNAROUND REQUIRED: (As noted on sheet A-4 and sheet 4) Provide an approved fire department engine driveway turnaround with a minimum radius of 36 feet outside and 23 feet inside. Maximum grade in any direction shall be a maximum of 5%. Installations shall conform with Fire Department Standard Details and Specifications D-1. CFC Sec. 503.
    -Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
113. WILDLAND-URBAN INTERFACE: This project is located within the designated Wildland-Urban Interface Fire Area. The building construction shall comply with the provisions of California Building Code (CBC) Chapter 7A. Note that vegetation clearance shall be in compliance with CBC Section 701A.3.2.4 prior to project final approval. Check with the Planning Department for related landscape plan requirements.
114. WATER SUPPLY REQUIREMENTs: (As Noted on Sheet A1) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2019 CFC Sec. 903.3.5 and Health and Safety Code 13114.7.

DRAFT

115. ADDRESS IDENTIFICATION: (As Noted on Sheet A1) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1.
116. CONSTRUCTION SITE FIRE SAFETY: (As Noted on Sheet A1) All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.
117. EMERGENCY GATE/ACCESS GATE REQUIREMENTS: (As Noted on Sheet A1) Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. If the gates are operated electrically, an approved Knox key switch shall be installed; if they are operated manually, then an approved Knox padlock shall be installed.
118. GENERAL: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance [CFC, Ch.1, 105.3.6].

DRAFT

This Page Intentionally Left Blank

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 03/04/2025
ITEM NO: 11

DATE: February 27, 2025

TO: Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Consider an Appeal of a Planning Commission Decision to Approve a Request to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Appellant: Mary J. Vidovich. Project Planner: Sean Mullin.

RECOMMENDATION:

Adopt a resolution (Attachment 6) denying an appeal of a Planning Commission decision to approve a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20, located at 45 Reservoir Road.

BACKGROUND:

The subject property is located east of Reservoir Road and accessed via a private road serving several lots between Reservoir Road and Rogers Street (Attachment 1, Exhibit 1). The subject property is undeveloped and approximately 0.23 acres (10,000 square feet) with an average slope of 28 percent. In 2015, the Town issued Certificates of Compliance for six lots and approved a lot merger to combine the six lots into three lots. The three separate parcels include 55 and 60 Rogers Street, and the subject property at 45 Reservoir. The subject property is zoned R-1:20 and nonconforming as to size and width.

On November 17, 2022, the applicant submitted an Architecture and Site application for the construction of a two-story single-family residence with a cellar and associated site grading on

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Community Development Director

the subject vacant property.

On January 8, 2025, the Planning Commission considered the application, including written and verbal public comments, and approved the request (Attachments 1 through 4).

On January 17, 2025, the decision of the Planning Commission was appealed to the Town Council by an interested person, Mary J. Vidovich, property owner of 47 Reservoir Road (Attachment 5). On the appeal form, the appellant indicated that there was an error or abuse of discretion by the Planning Commission.

Pursuant to the Town Code, any interested person as defined by Section 29.10.020 may appeal to the Council any decision of the Planning Commission. For residential projects, an interested person is defined as "a person or entity who owns property or resides within 1,000 feet of a property for which a decision has been rendered and can demonstrate that their property will be injured by the decision." The appellant meets the requirements.

Pursuant to Town Code Section 29.20.280, the appeal must be heard within 56 days of the Planning Commission hearing, in this case by March 5, 2025. The Council must at least open the public hearing for the item and may continue the matter to a date certain if the Council does not complete its deliberations.

Pursuant to Town Code Section 29.20.295, in the appeal and based on the record, the appellant bears the burden to prove that either there was an error or abuse of discretion by the Planning Commission, or the decision was not supported by substantial evidence in the record. If neither is proved, the appeal should be denied. If the appellant meets the burden, the Council shall grant the appeal and may modify, in whole or in part, the determination from which the appeal was taken or, at its discretion, return the matter to the Planning Commission. If the basis for granting the appeal is, in whole or in part, information not presented to or considered by the Planning Commission, the matter shall be returned to the Planning Commission for review.

DISCUSSION:

A. Project Summary

The applicant proposes construction of a new 1,640-square foot, two-story residence with an attached two-car garage in a tandem configuration and an attached accessory dwelling unit (ADU) (Attachment 1, Exhibit 12). In addition to the 1,640 square feet countable toward the floor area ratio (FAR), the residence includes 1,287 square feet of below-grade square footage. The residence includes an attached 564 square-foot garage in a tandem configuration. The proposed garage includes 338 square feet of below grade square footage that does not count toward FAR. The garage also includes other areas that do count toward FAR: 163 square feet of above grade square footage; and 63 square feet of below grade square footage that extends beyond the footprint of the residence above. These areas are

within the 400 square feet allowed for a garage on the property. An attached ADU is included on the second story of the residence. Consistent with state law, the ADU will be processed with a separate ministerial Building Permit, which is not the subject of this application. Much of the proposed residence would be located outside of the LRDA due to site and access constraints. The proposed residence, absent the ADU, would not be visible pursuant to the Hillside Development Standards and Guidelines (HDS&G), as only 22 percent would be visible from the viewing area located at Los Gatos-Saratoga Road (Highway 9) and Highway 17 (Attachment 1, Exhibit 12). Within the immediate neighborhood, the proposed project results in the seventh largest residence in terms of total square footage and the third largest in terms of FAR.

A single-family residence is permitted in the R-1:20 zone. The proposed residence is in compliance with the zoning regulations for allowable floor area, height, and on-site parking requirements for the property. The project requires a Grading Permit for site improvements with earthwork quantities exceeding 50 cubic yards. The project also requires exceptions to setbacks, road width, parking, driveway depth, grading depths, retaining wall heights, and least restrictive development area (LRDA). A full discussion and analysis of the application is provided in the January 8, 2025, Planning Commission Staff Report (Attachment 1).

B. Planning Commission

On January 8, 2025, the Planning Commission received the Staff Report and Desk Item (Attachment 1 and 2). After receiving public comment and asking questions of the applicant, the Planning Commission closed the public hearing and discussed the project. The Planning Commission voted four to two to approve the application. Attachment 3 contains the verbatim minutes.

C. Appeal to Town Council

The decision of the Planning Commission was appealed on January 17, 2025, by an interested person, Mary J. Vidovich (Attachment 5). On the appeal form, the appellant indicated that there was an error or abuse of discretion by the Planning Commission based on the following:

- Side and rear setbacks have been violated;
- Removal of protected mature oaks;
- Too many trees are being destroyed; and
- Some proposed plants are fire hazards.

Included with the appeal form were several exhibits supporting the main appeal points and raising additional points. A summary of the specific reasons listed in the appeal form and exhibits is provided below followed by staff's response.

1. Appellant: There was an error or abuse of discretion by the Planning Commission as the side and rear setbacks have been violated. Exhibit A included with the appeal documents provides the development standards in the R-1 zone.

   Staff Response: The applicant requested an exception to the required setbacks for the nonconforming property under Section 29.10.265 (3) of the Town Code, providing evidence and justification for the request. The Planning Commission was able to make the findings to grant the exception and approve the project. A full discussion of the proposed setbacks is included in the January 8, 2025, Planning Commission Staff Report (Attachment 1).

2. Appellant: There was an error or abuse of discretion by the Planning Commission as the project includes the removal of protected oaks and too many trees are being destroyed. Exhibit C included with the appeal documents provides information from the Town's Tree Protection Ordinance and notes, documents, and pictures related to tree removal carried out by the previous property owner. Exhibit D includes excerpts from the Arborist Report prepared for the project.

   Staff Response: The development plans were reviewed by the Town's Consulting Arborist who inventoried 18 protected trees within the project area and made recommendations for their preservation (Attachment 1, Exhibit 8). The project proposes the removal of 10 protected trees to accommodate the new residence. The Landscape Plans indicate that 32 new trees will be planted on site to offset the proposed tree removal. The Planning Commission was able to make the findings for the project, including the proposed tree removal, and approved the project.

3. Appellant: There was an error or abuse of discretion by the Planning Commission as the project includes proposed plants that are fire hazards. Exhibit B included with the appeal documents includes excerpts from the Hillside Development Standards and Guidelines related to plants to avoid due to fire hazard.

   Staff Response: The proposed trees in question are located at the base of the proposed retaining wall. The applicant indicated that the tree species, Thuja Green Giant, were selected for their fast-growing nature and slender form, given the limited space available for screening plantings. The January 8, 2025, Planning Commission Staff Report notes that the selected trees are located greater than 30 feet from the residence and would not be consistent with the Hillside Development Standards and Guidelines requirement that plant species in this zone be native and indigenous. Staff included a Condition to revise this species to be consistent with this requirement. The Planning Commission received feedback from the applicant who wished to keep the species as proposed because they could not find a viable alternative given the planting constraints. The Planning Commission discussed the issue and chose not to modify the conditions in their approval of the project. The approved conditions require that the plans be revised

such that all landscape species to be consistent with the Hillside Development Standards and Guidelines. Prior to the issuance of a Building Permit, the Thuja Green Giant trees at the base of the retaining wall will need to be replaced in response to this Condition.

4. Appellant: Exhibit E included with the appeal documents provides Town Code Section 24.10.080 – Town Initiated Parcel Mergers. Notes on the exhibit question the legality of the lot and whether there was a public hearing for the lot merger.

   Staff Response: The Town issued Certificates of Compliance recognizing the legality of six underlying lots at 60 Rogers Street in 2015. A lot merger application was approved by the Development Review Committee at a duly noticed meeting on June 2, 2015. This lot merger combined the underlying lots into three lots: 55 and 60 Rogers Street; and 45 Reservoir Road. The approved lot merger was initiated by the property owner and was not initiated by the Town. Section 24.10.080 of the Town Code is not relevant and the 2015 lot merger is not the subject of this application.

5. Appellant: Exhibit F included with the appeal documents provides excerpts from the Town's Consulting Architect report for the proposed project.

   Staff Response: The Consulting Architect raised a concern related to the close proximity of the proposed resident to the private road. The Consulting Architect recognized that there may be little viable alternatives, and that the configuration may be acceptable given the private access road. The applicant responded to this concern, noting that the property shape and access through the lot is highly unusual and creates an undue hardship on the allowable building envelope that cannot be overcome, and that the road has been moved away from the building envelope as much as possible. The Planning Commission evaluated this issue in their deliberation and ultimately approved the project.

PUBLIC COMMENTS:

Story poles and signage were installed on the site by November 21, 2024, and have been maintained since the January 8, 2025, Planning Commission meeting. Written notice of the Town Council hearing was sent to property owners and tenants within 500 feet of the subject property. Public comments received between 11:01 a.m., Wednesday, January 8, 2025, and 11:00 a.m., Thursday, March 4, 2025, are included as Attachment 7.

ENVIRONMENTAL REVIEW:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

CONCLUSION:

A. Recommendation

For the reasons stated in this report, it is recommended that the Town Council uphold the decision of the Planning Commission and adopt a resolution (Attachment 6) denying the appeal.

B. Alternatives

Alternatively, the Town Council could continue the application to a date certain and:

1. Provide direction to staff to prepare a resolution to grant the appeal and remand the application back to the Planning Commission with specific direction;
2. Provide direction to staff to prepare a resolution granting the appeal and denying the application; or
3. Continue the application with other specific direction.

ATTACHMENTS:

1. January 8, 2025, Planning Commission Staff Report, with Exhibits 1 through 12
2. January 8, 2025, Planning Commission Desk Item, with Exhibit 13
3. January 8, 2025, Planning Commission Verbatim Minutes
4. January 8, 2025, Planning Commission Action Letter with Conditions of Approval
5. Appeal of the Planning Commission Decision, received January 17, 2025
6. Draft Resolution to Deny Appeal and Approve Project
7. Public comments received between 11:01 a.m., Wednesday, January 8, 2025, and 11:00 a.m., Thursday, February 27, 2025

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 01/08/2025

ITEM NO: 7

DATE: January 3, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.

RECOMMENDATION:

Consider a request for approval to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on property zoned R-1:20, located at 45 Reservoir Road.

PROJECT DATA:

General Plan Designation: Low Density Residential
Zoning Designation: R-1:20, Single-Family Residential 20,000 square feet minimum
Applicable Plans & Standards: General Plan; Residential Design Guidelines; Hillside Development Standards and Guidelines; Hillside Specific Plan
Parcel Size: 10,000 square feet (0.23 acres)
Surrounding Area:

	Existing Land Use	General Plan	Zoning
North	Residential	Medium Density Residential	R-1D
South	Residential	Low Density Residential	R-1:20
East	Residential	Low Density Residential	R-1:10
West	Residential	Low Density Residential	R-1:20

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Community Development Director

CEQA:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

FINDINGS:

- As required, the project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.
- As required by Section 29.10.265 of the Town Code for modification of zoning rules on nonconforming lots to allow exceptions to side and rear setbacks, driveway/access road width, and driveway depth on a nonconforming property.
- As required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements when a lot does not have adequate area to provide parking as required.
- The project meets the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the side and rear setbacks, driveway/access road width, parking configuration and dimensions, and driveway depth.
- The project is in compliance with the Residential Design Guidelines for single-family residences.
- As required, that other than the exceptions to grading depths, retaining wall heights, and buildings located outside of the least restrictive development area (LRDA), the project complies with the Hillside Development Standards and Guidelines (HDS&G).
- As required, that other than an exception to the guest parking requirement, the project complies with the Hillside Specific Plan (HSP).

CONSIDERATIONS:

- As required by Section 29.20.150 of the Town Code for granting approval of an Architecture and Site application.

ACTION:

The decision of the Planning Commission is final unless appealed within ten days.

BACKGROUND:

The subject property is located east of Reservoir Road and accessed via a private road serving several lots between Reservoir Road and Rogers Street (Exhibit 1). The subject property is undeveloped and approximately 0.23 acres (10,000 square feet) with an average slope of 28 percent. In 2015, the Town issued Certificates of Compliance for six lots and approved a lot merger to combine the six lots into three lots. The three separate parcels include 55 and 60 Rogers Street, and the subject property at 45 Reservoir. The subject property is zoned R-1:20

and nonconforming as to size and width. The Architecture and Site application has been referred to the Planning Commission based on concerns related to the proposed intensity of development and the applicant's request for exceptions to setback requirements, road width, parking, driveway depth, grading depths, retaining wall heights, and LRDA.

PROJECT DESCRIPTION:

A. Location and Surrounding Neighborhood

The subject property is located east of Reservoir Road and accessed via a private driveway that bisects the property and serves several lots between Reservoir Road and Rogers Street (Exhibit 1). Single-family residential development surrounds the property. The property ascends approximately 14 feet from north-to-south to the private road, from which the property ascends an additional 30 feet to the south property line. The LRDA is concentrated in the southern (rear) portion of the property and the area of the existing private road.

B. Project Summary

The applicant proposes construction of a two-story residence with an attached two-car garage. The project includes areas of below-grade square footage that would not count toward the size of the residence. An attached ADU is included on the second story of the residence. Consistent with state law, the ADU will be processed with a separate ministerial Building Permit and is not the subject of this application. Much of the proposed residence would be located outside of the LRDA due to site and access constraints. The proposed residence, absent the ADU, would not be visible pursuant to the HDS&G, as only 22 percent would be visible from the viewing area located at Los Gatos-Saratoga Road (Highway 9) and Highway 17 (Exhibit 12). The project requires a Grading Permit for site improvements for earthwork quantities exceeding 50 cubic yards. The project also requires exceptions to setbacks, road width, parking, driveway depth, grading depths, retaining wall heights, and LRDA.

C. Zoning Compliance

A single-family residence is permitted in the R-1:20 zone. The proposed residence is in compliance with the zoning regulations for allowable floor area, height, and on-site parking requirements for the property. The applicant requests exceptions to the zoning standards for side and rear setbacks, parking, and driveway depth.

DISCUSSION:

A. Architecture and Site Analysis

The applicant proposes construction of a new 1,640-square foot, two-story residence with an attached two-car garage in a tandem configuration and an attached ADU (Exhibit 12). The project proposes a traditional Mediterranean style residence with subdued colors to blend with the surrounding hillside environment (Exhibit 4). The applicant has provided a Letter of Justification detailing the project and the requested exceptions to the requirements of the Town Code, HDS&G, and HSP (Exhibit 5). In addition to the 1,640 square feet of countable FAR, the residence includes 1,287 square feet of below-grade square footage. The residence includes an attached 564 square-foot garage in a tandem configuration. The proposed garage includes 338 square feet of below grade square footage that does not count toward FAR. The garage also includes areas that do count toward FAR: 163 square feet of above grade square footage; and 63 square feet of below grade square footage that extends beyond the footprint of the residence above. These areas are within the 400 square feet allowed for a garage on the property. A summary of the floor area for the proposed residence is included in the table below.

Floor Area				
	Above Grade	**Below Grade**	**Below Grade Beyond Footprint**	**Totals**
Lower Floor	313 sf	1,287 sf	0 sf	1,600 sf
Main Floor	1,327 sf	0 sf	0 sf	1,327 sf
Garage (Lower Floor)	163 sf	338 sf	63 sf	564 sf
Totals	1,803 sf	1,625 sf	63 sf	3,491 sf
Table does not include 516 sf attached ADU.				

The proposed residence would be sited in the middle of the property, uphill from the private road (Exhibit 12). The residence would extend outside of the LRDA and requires reduced side and rear setbacks. The maximum height of the proposed residence is 24 feet, nine inches, where a maximum of 30 feet is allowed by the Town Code and a maximum of 25 feet is allowed by the HDS&G for nonvisible homes. The project requires a Grading Permit for site improvements for earthwork quantities exceeding 50 cubic yards. The project also requires exceptions to setbacks, road width, parking, driveway depth, grading depths, retaining wall heights, and LRDA.

B. Building Design

The applicant proposes a traditional Mediterranean style residence with subdued colors to blend with the surrounding hillside environment (Exhibit 12). Proposed exterior materials include: a concrete tile roof; integral-colored smooth coat stucco siding with a belly band; metal-clad wood windows and doors; cast stone columns, trim, and windowsills; and

painted metal railings (Exhibit 4). The proposed exterior materials comply with the HDS&G standard for nonvisible homes, each having a light reflectivity value (LRV) less than 30.

The proposed residence has been designed to bench into the hillside to reduce building height and locate a significant portion of the massing below grade. The residence strategically incorporates hipped and flat roof forms to maintain compliance with the HDS&G maximum height standard of 25 feet. The proposed tandem garage configuration reduces the prominence of the street-facing garage while providing two parking spaces; although only one of the spaces meets the dimension requirements by the Town Code. An additional compliant on-site guest parking space is located north of the private road.

The Town's Consulting Architect reviewed the proposed residence and noted that the site slope, the fragmentation of the site into two parts, and the resultant small amount of developable area on the site are major constraints for this project (Exhibit 6). The Consulting Architect identified two issues and concerns and provided recommendations for changes to increase compatibility with the Residential Design Guidelines and the immediate neighborhood. In response to these recommendations, the applicant made modifications to the design of the residence and submitted a letter responding to the recommendations (Exhibit 7). The Consulting Architect's issues and recommendations are provided below, followed by the applicant's response in *italics*.

1. The tall side walls are not consistent with Residential Design Guideline 3.3.3. Recommendation: Add projecting molding at the proposed color change. Note that the use of two wall colors or the use of a single color would both be acceptable.

   A projecting molding has been added at the horizontal color change location around the entire perimeter of the building.

2. A second issue is of more concern and may not have a viable alternative aside from a smaller building footprint and volume. The issue is that the proposed house is quite close to the road and appears to be closer to the road than other nearby homes. This may be acceptable given the private access road, but it seems out of character with its current semirural, wooded environment.

   The property shape and access through the lot is highly unusual and creates an undue hardship on the allowable building envelope that we cannot overcome. The road has been moved away from the building envelope as much as possible.

C. <u>Height</u>

The proposed residence would not be visible, as defined by the HDS&G, being 22 percent visible from the viewing area located at Los Gatos-Saratoga Road and Highway 17 (Exhibit 12, Sheets A-12 and A-13). Heights of nonvisible homes are limited by the HDS&G to a

maximum of 25 feet at any point and a low-to-high dimension of 35 feet. The proposed residence complies with these standards having a maximum height of 24 feet, nine inches; and a low-to-high dimension of 26 feet, three inches.

D. Neighborhood Compatibility

Pursuant to the Town Code, the maximum allowable floor area for the subject property is 1,656 square feet for the residence and 400 square feet for the garage. The following table reflects the current conditions of the homes in the immediate area and the proposed project.

FAR Comparison - Neighborhood Analysis							
Address	**Zoning**	**Gross Lot Area SF**	**House SF**	**Garage SF**	**Total SF**	**House FAR**	**No. of Stories**
56 Cleland Ave	R-1D	9,580	1,372	251	1,623	0.14	1
80 Cleland Ave	R-1D	15,649	972	341	1,313	0.06	1
90 Cleland Ave	R-1D	19,038	1,728	264	1,992	0.09	1
36 Rogers Rd	R-1:10	39,472	4,833	704	5,537	0.12	2
26 Rogers Rd	R-1:10	17,275	3,081	462	3,543	0.18	2
49 Reservoir Rd	R-1:20	18,613	3,012	962	3,974	0.16	2
47 Reservoir Rd	R-1:20	19,151	1,799	180	1,979	0.09	1
60 Rogers Rd	R-1:20	15,512	2,592	857	3,449	0.17	1
45 Reservoir Rd (P)	**R-1:20**	**10,000**	**1,640**	**226**	**1,640**	0.16	**2**

The eight properties in the immediate area are developed with one- and two-story residences and include a mix of architectural styles. The property sizes within the immediate area range from 0.22 to 0.91 acres. Based on Town and County records, the size of the residences located in the immediate area range from 972 square feet to 4,833 square feet. The applicant is proposing a residence of 1,640 square feet with an attached garage of 226 square feet. The 0.23-acre parcel allows for a maximum residence size of 1,656 square feet and a maximum garage size of 400 square feet by the Town Code. The proposed residence would be the seventh largest in terms of total square footage and the third largest in terms of FAR.

E. Site Design

The undeveloped property is approximately 10,000 square feet, located east of Reservoir Road and accessed via a private road that bisects the property and serves several lots between Reservoir Road and Rogers Street (Exhibit 1). The property has an average slope of 28 percent and ascends approximately 14 feet from north-to-south to the private road, from which the property ascends an additional 30 feet to the south property line (Exhibit 12). The LRDA is concentrated in the southern (rear) portion of the property and in the road area. The proposed residence is located on the south side of the private road, benched into

the hillside and extending outside of the limits of the LRDA. The proposed rear yard area is limited in size and formed by two retaining walls with maximum heights of five feet. Exterior access around the residence is provided by a stairway along the left side of the residence. The front yard area includes the existing private road, a guest parking space, and a firetruck turnaround. The required turnaround is located downslope of the residence utilizing a portion of the private road and requiring construction of retaining walls with a maximum height of 15 feet, six inches.

The proposed site design requires approval of several exceptions to the Town Code, HDS&G, and HSP including:

- Required 15-foot side and 25-foot rear setbacks (Town Code);
- Driveway/access road with a minimum width of 18 feet (Town Code);
- Two off-street parking spaces, configuration, and dimensions (Town Code);
- Driveway depth of at least 18 feet in length (Town Code);
- Grading depths shall not exceed four feet of cut and/or three feet of fill (HDS&G);
- Retaining wall heights should not be higher than five feet (HDS&G);
- Buildings shall be located within the LRDA (HDS&G); and
- Four guest parking spaces shall be provided (HSP)

Setbacks:

The R-1:20 zone requires a minimum lot size of 20,000 square feet; a lot width of 100 feet; and minimum setbacks of 30 feet in the front, 25 feet in the rear, and 15 feet on the sides. The subject property was the product of a 2015 merger of six lots into three lots. What resulted was a lot that is nonconforming with an area of 10,000 square feet and a width of 83 feet. In addition to these nonconforming characteristics, the lot is further burdened with a private access road that bisects the property near the middle. As a result, the building envelope is limited to the southern portion of the property, south of the private road.

The proposed two-story residence meets the required front setback, and includes a rear setback of 19 feet, seven inches, and sides setbacks of 12 feet, 10 inches, and 12 feet, six inches. The applicant's Letter of Justification notes that the nonconforming characteristics of the lot and the location of the existing private road necessitate reduced side and rear setbacks (Exhibit 5). The requested reduced setbacks allow the residence, with the desired architectural program, to be less visible and comply with the height limitations.

Town Code Section 29.10.265 (3) allows the Planning Commission to modify any rule of the zone including front, side, and rear setback requirements so that the building and its use will be compatible with the neighborhood. A review of Town records shows that the proposed setbacks would be compatible with three residences in the immediate neighborhood that include setbacks that do not meet the requirements of the zone.

Driveway/Access Road Width:

Town Code Section 29.10.155 requires driveways/access roads to be at least 18 feet wide. The existing private road varies in width as it traverses six properties between Reservoir Road and Rogers Street. The road width does not meet Town Code standards in numerous locations. The applicant proposes to widen portions of the road on their property to meet the 18-foot requirement, but notes in their Letter of Justification that they do not control the portions of the road that are not on the subject property (Exhibit 5). The applicant continues that they balanced the road widening with fire access, tree preservation, and existing conditions in addressing this requirement. The applicant requests an exception to the road width requirement.

Required Off-Street Parking:

Pursuant to Town Code Section 29.10.155 (d)(3), when a garage is used to accommodate the two required parking spaces for single-family dwellings, the garage must have interior clear dimensions of at least 20 feet by 20 feet. This requirement results in a side-by-side parking configuration. The applicant proposes an attached two-car garage in a tandem configuration. Of the two provided parking spaces within the garage, one meets the minimum dimensions for a single-car garage parking space of 11 feet by 20 feet. The applicant requests an exception to allow the tandem configuration and the dimensions of the second parking space to be reduced to 11 feet by 18 feet. Section 29.10.150 (h)(2) allows the deciding body to consider an exception when the lot does not have adequate area to provide parking as required. In their Letter of Justification, the applicant notes that an 18-foot-long parking space is still practical and would provide for additional backup space (Exhibit 5).

Driveway/Backup Distance:

The Town Code requires that garages opening up onto a street be served by a driveway with a length not be less than 18 feet. Given the site constraints, a complaint driveway is not feasible. The proposed driveway is approximately three feet, six inches at its shortest point. The width of the roadway and firetruck turnaround adjacent to the garage is 49 feet, five inches and would provide ample back up distance for vehicles exiting the garage. The private road serves five other properties and vehicular traffic is anticipated to be minimal, limiting potential conflicts with the proposed driveway configuration. The applicant requests an exception to the driveway depth requirement due to the constraints of the site.

Grading Depths:

The HDS&G limits grading depths outside of the footprint of a primary residence to four feet of cut and three feet of fill. The proposed site work includes cut depths of eight feet, three inches in the rear yard area where retaining walls would be used to create a limited outdoor

living area. The required firetruck turnaround requires backfill of the proposed retaining walls with depths up to 15 feet, six inches. In their Letter of Justification, the applicant notes that inclusion of an on-site turnaround is unavoidable due to the configuration of the private road (Exhibit 5). The applicant also notes that the required backfill for the turnaround will help reduce soil off haul from the excavation for the residence by allowing the spoils to be used as fill.

Retaining Wall Heights:

The HDS&G includes a guideline that retaining walls should not exceed a height of five feet and that when additional retained heights are needed due to extreme site conditions, the use of multiple terraced retaining walls is preferred. The proposed on-site firetruck turnaround is required since the private roadway connecting Reservoir Road and Rogers Street includes a turn onto Rogers Street with a radius that is too sharp for firetruck circulation. Due to the numerous constraints of the site and the dimension and slope requirements of a turnaround, the applicant proposes retaining walls on the north portion of the property with heights between five feet and fifteen feet, six inches. Due to the limited space available to provide a turnaround, the use of terraced retaining walls is not feasible. In their Letter of Justification, the applicant requests an exception and notes the dimension and slope requirements of the turnaround area, which necessitates the tall retaining walls (Exhibit 5). The applicant proposes soldier pile and wood lagging retaining walls to provide a natural appearance. The Landscape Plans show that nine 24-inch box Thuja green giant trees would be planted at the base of the wall to provide screening and reduce the visual impact of the walls. These proposed trees are located greater than 30 feet from residence and would not be consistent with the HDS&G requirement that plant species in this zone be native and indigenous. The draft conditions of approval include a condition to revise this species to be consistent with this requirement.

Buildings Outside of the LRDA:

The HDS&G includes a standard requiring that buildings be located in the LRDA. The LRDA on the subject property is concentrated in the southern (rear) portion of the property and the area of the existing private road. Much of the proposed residence would extend outside of the LRDA limits due to the limited areas of LRDA and other site constraints. In their Letter of Justification, the applicant describes the limited LRDA and that there is not enough area to allow the construction of a new residence. Due to site constraints, the applicant requests an exception to allow the building to be located outside of the limited LRDA.

Guest Parking:

Four additional guest parking spaces are required by the HSP. One guest space is proposed on the north side of the private road. The applicant's Letter of Justification notes that the size and configuration of the lot, along with the prioritization of site access for residents and

the fire department, have made it challenging to provide all four guest spaces (Exhibit 5). The applicant requests an exception to allow only one guest parking space.

F. Tree Impacts

The development plans were reviewed by the Town's Consulting Arborist who inventoried 18 protected trees within the project area and made recommendations for their preservation (Exhibit 8). The project proposes removal of 10 protected trees to accommodate the new residence. Tree protection measures are included on Sheet A-5 of the development plans (Exhibit 12). In response to the Consulting arborists recommendations, the applicant adjusted the location of drainage infrastructure to reduce impacts to existing oak trees. The Landscape Plans indicate that 32 new trees will be planted on site to offset the proposed tree removal. If the project is approved, tree protection measures would be implemented prior to construction and maintained for the duration of construction activity. Arborist recommendations for tree protection have been included in the Conditions of Approval to mitigate impacts to protected trees (Exhibit 3).

G. Visibility

Pursuant to the HDS&G, a visible home is defined as a single-family residence where 24.5 percent or more of an elevation can be seen from any of the Town's established viewing areas. The applicant's visibility analysis provides a perspective of the proposed residence from the viewing area located at Los Gatos-Saratoga Road (Highway 9) and Highway 17 (Exhibit 12). The provided analysis shows that the proposed residence would be 22 percent visible and is considered not visible by the HDS&G. Nonvisible homes shall not exceed a height of 25 feet and a low-to-high height of 35 feet. As discussed above, the proposed residence complies with these HDS&G height standards. Several on-site trees screen the residence and meet the health requirements for inclusion in the visibility calculation. Conditions of approval are included in Exhibit 3 requiring maintenance of the existing trees to remain and replacement of any trees used in the visibility analysis if they die or are removed. Additionally, the LRV of all exterior materials for nonvisible residences may be averaged and may not exceed an average LRV of 30. The proposed residence would meet the LRV limitations as shown on the provided color and materials board (Exhibit 4).

H. Grading

The Site Planning Section of the HDS&G limits site grading cut depths to a maximum of four feet and fill depths to a maximum of three feet. As discussed above, the applicant is requesting an exception to the cut depth limitations to allow a maximum cut of eight feet, three inches in the rear yard area where retaining walls would be used to create a limited outdoor area. Additionally, the applicant is requesting an exception to the fill depth limitations to allow a maximum fill depth of 15 feet, six inches in portions of the driveway and fire truck turnaround area to meet the requirements of the Santa Clara County Fire

Department. The applicant has included a Letter of Justification addressing the requested exceptions (Exhibit 5). This application has been reviewed and approved by the Town's Engineering Division and the Santa Clara County Fire Department.

The project also includes site improvements with grading quantities exceeding 50 cubic yards, which requires approval of a Grading Permit. The Town's Parks and Public Works Engineering staff have included a condition of approval requiring submittal and evaluation of a Grading Permit in parallel with the required Building Permits (Exhibit 3).

I. Neighbor Outreach

In their Letter of Justification, the applicant provides a summary of their neighbor outreach efforts (Exhibit 5).

J. CEQA Determination

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

PUBLIC COMMENTS:

Story poles and project signage were installed on the site by November 21, 2024, in anticipation of the January 8, 2025, Planning Commission hearing (Exhibit 9). Public comments received by 11:00 a.m., Friday, January 3, 2025, are included as Exhibit 11.

CONCLUSION:

A. Summary

The applicant is requesting approval of an Architecture and Site application for construction of a new a single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on a nonconforming vacant property. The residence is well designed and compatible with the immediate area. The project is consistent with the Zoning and General Plan Land Use Designation for the property. Due to the desired architectural program and the constraints of the site, the applicant is requesting exceptions to setbacks, road width, parking, driveway depth, grading depths, retaining wall heights, and LRDA, and has provided a Letter of Justification discussing these requested exceptions (Exhibit 5). Aside from the requested exceptions, the project complies with the Zoning Code, Hillside Development Standards and Guidelines, and Hillside Specific Plan.

B. Recommendation

Staff recommends that the Planning Commission consider the request and, if merit is found with the proposed project, take the following steps to approve the Architecture and Site application:

1. Make the finding that the proposed project is Categorically Exempt, pursuant to the adopted Guidelines for the implementation of the California Environmental Quality Act, Section 15303: New Construction (Exhibit 2);
2. Make the finding as required by Section 29.10.265 of the Town Code to allow exceptions to side and rear setbacks, driveway/access road width, and driveway depth on a nonconforming property (Exhibit 2);
3. Make the finding as required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements when a lot does not have adequate area to provide parking as required;
4. Make the finding that the project complies with the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the side and rear setbacks; driveway/access road width; parking configuration and dimensions; and driveway depth (Exhibit 2);
5. Make the finding that the project is in compliance with the Residential Design Guidelines for single-family residences (Exhibit 2);
6. Make the finding that due to the constraints of the site, exceptions to grading depths, retaining wall heights, and buildings located outside of the Least Restrictive development Area (LRDA) appropriate, and the project is otherwise in compliance with the applicable sections of the Hillside Development Standards and Guidelines (Exhibit 2);
7. Make the finding that other than an exception to the guest parking requirement, the project complies with the Hillside Specific Plan (Exhibit 2);
8. Make the considerations as required by Section 29.20.150 of the Town Code for granting approval of an Architecture and Site application (Exhibit 2); and
9. Approve Architecture and Site Application S-22-048 with the conditions contained in Exhibit 3 and the development plans in Exhibit 12.

C. Alternatives

Alternatively, the Planning Commission can:

1. Continue the matter to a date certain with specific direction; or
2. Approve the application with additional and/or modified conditions; or
3. Deny the application.

EXHIBITS:

1. Location Map
2. Required Findings and Considerations
3. Recommended Conditions of Approval
4. Color and Materials Board
5. Letter of Justification
6. Consulting Architect's Report
7. Applicant's Response to Consulting Architect's Report
8. Consulting Arborist's Report
9. Story Pole Photos
10. Site Photos
11. Public comments received by 11:00 a.m., Friday, January 3, 2025
12. Development Plans

This Page Intentionally Left Blank

45 Reservoir Road

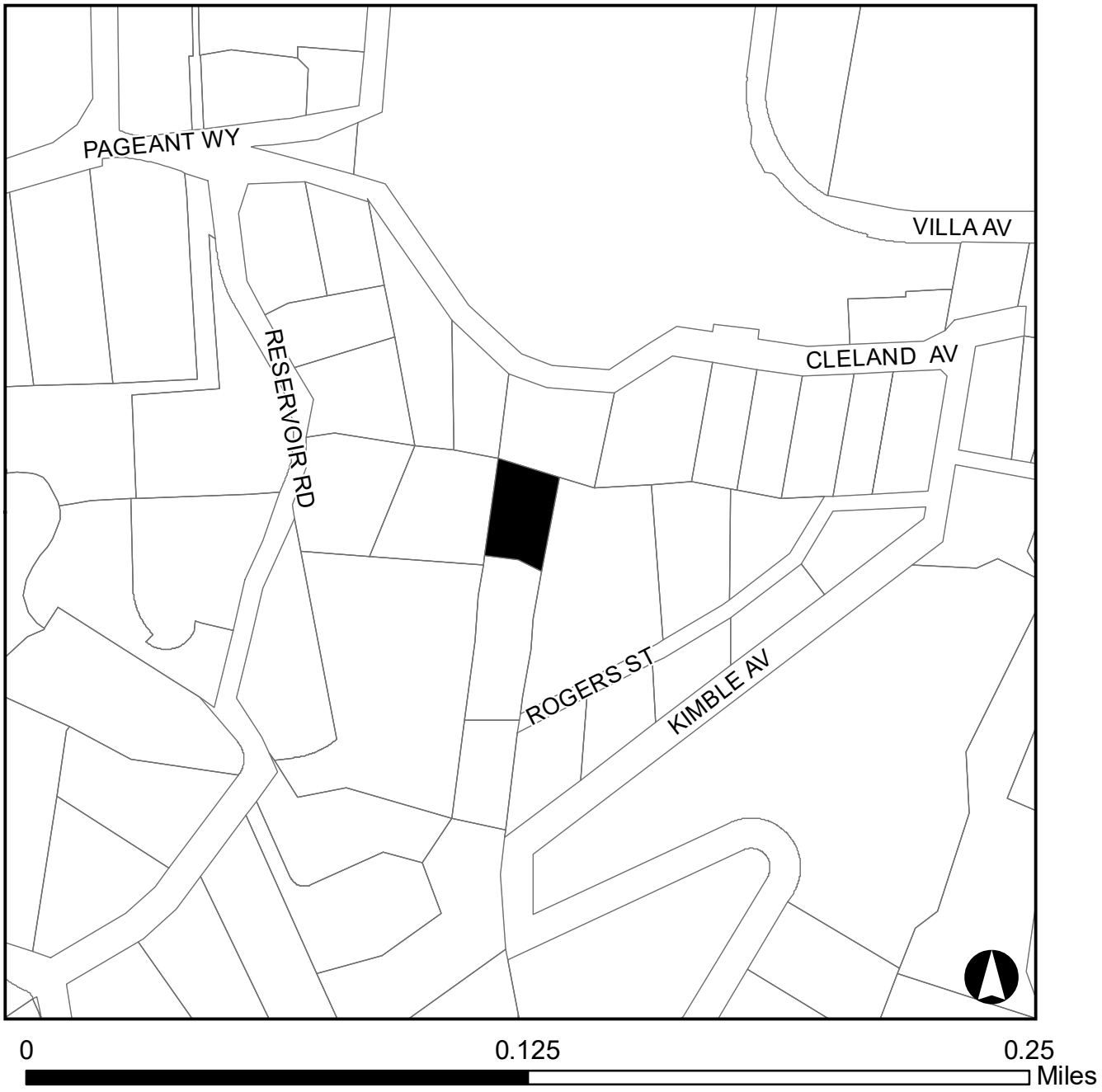


EXHIBIT 1

This Page Intentionally Left Blank

DEVELOPMENT REVIEW COMMITTEE – *January 8, 2025*
REQUIRED FINDINGS AND CONSIDERATIONS FOR:

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

DRAFT

FINDINGS

Required finding for CEQA:

- The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

Required finding for a setback exception on a non-conforming property:

- As required by Section 29.10.265 of the Town Code for modification of zoning rules on nonconforming lots, including setback requirements, driveway/access road width, and driveway depth:

  1. The subject property is nonconforming with regard to lot size; and
  2. The side and rear setbacks, driveway/access road width; and driveway depth of the new residence are compatible with the neighborhood.

Required finding for exemption to parking requirements:

- As required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements, the lot does not have adequate area to provide parking as required.

Required compliance with the Zoning Regulations:

- The project meets the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the side and rear setbacks, driveway/access road width,

parking configuration and dimensions, and driveway depth and the findings for these exceptions can be made.

Required compliance with the Residential Design Guidelines:

- The project complies with the Residential Design Guidelines for single-family residences.

Required compliance with the Hillside Development Standards and Guidelines:

- The project complies with the Hillside Development Standards and Guidelines except for the exceptions to grading depths, retaining wall heights, and buildings located outside of the least restrictive development area.

Required compliance with the Hillside Specific Plan:

- As required, the project complies with the Hillside Specific Plan except for the exception to the guest parking requirement.

CONSIDERATIONS

Required considerations in review of Architecture and Site applications:

- As required by Section 29.20.150 of the Town Code, the considerations in review of an Architecture and Site application were all made in reviewing this project.

DRAFT

PLANNING COMMISSION – *January 8, 2025*
CONDITIONS OF APPROVAL

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

DRAFT

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, DRC, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.

9. LANDSCAPE SPECIES: Revise all landscape species to be consistent with the Hillside Development Standards and Guidelines.
10. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.
11. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
12. STORY POLES/PROJECT IDENTIFICATION SIGNAGE: Story poles and/or project identification signage on the project site shall be removed within 30 days of approval of the Architecture & Site application.
13. EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards & Guidelines.
14. DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards & Guidelines.
15. MAINTENANCE AGREEMENT: Following the issuance of a certificate of occupancy, the property owner shall execute a five-year maintenance agreement with the Town that the property owner agrees to protect and maintain the trees shown to remain on the approved plans, trees planted as part of the tree replacement requirements, and guarantees that said trees will always be in a healthy condition during the term of the maintenance agreement.
16. TREE DEED RESTRICTION: Prior to issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that identifies the on-site trees that were used to provide screening in the visibility analysis and requires their replacement if they die or are removed.
17. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If

DRAFT

the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

18. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.

    If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

    If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

    a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.

b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

19. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.
    b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.
    c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.
    d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.
20. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.

DRAFT

a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.
b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.
c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

   Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

21. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded

basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

22. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

23. PERMITS REQUIRED: A Building Permit is required for the construction of the new single-family residence and attached garage. An additional Building Permit will be required for the PV System that is required by the California Energy Code.
24. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12, including locally adopted Reach Codes.
25. CONDITIONS OF APPROVAL: The Conditions of Approval must be blue lined in full on the cover sheet of the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
26. BUILDING & SUITE NUMBERS: Submit requests for new building addresses to the Building Division prior to submitting for the building permit application process.
27. SIZE OF PLANS: Minimum size 24" x 36", maximum size 30" x 42".
28. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.
29. SHORING: Shoring plans and calculations will be required for all excavations which exceed five (5) feet in depth, or which remove lateral support from any existing building, adjacent property, or the public right-of-way. Shoring plans and calculations shall be prepared by a California licensed engineer and shall confirm to the Cal/OSHA regulations.
30. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation

DRAFT

c. Foundation corner locations
d. Retaining wall(s) locations and elevations

31. TITLE 24 ENERGY COMPLIANCE: All required California Title 24 Energy Compliance Forms must be blue-lined (sticky-backed), i.e., directly printed, onto a plan sheet.
32. TOWN RESIDENTIAL ACCESSIBILITY STANDARDS: New residential units shall be designed with adaptability features for single-family residences per Town Resolution 1994-61:
    a. Wood backing (2" x 8" minimum) shall be provided in all bathroom walls, at water closets, showers, and bathtubs, located 34 inches from the floor to the center of the backing, suitable for the installation of grab bars if needed in the future.
    b. All passage doors shall be at least 32-inch-wide doors on the accessible floor level.
    c. The primary entrance door shall be a 36-inch-wide door including a 5'x 5' level landing, no more than 1 inch out of plane with the immediate interior floor level and with an 18-inch clearance at interior strike edge.
    d. A door buzzer, bell or chime shall be hard wired at primary entrance.
33. BACKWATER VALVE: The scope of this project may require the installation of a sanitary sewer backwater valve per Town Ordinance 6.50.025. Please provide information on the plans if a backwater valve is required and the location of the installation. The Town of Los Gatos Ordinance and West Valley Sanitation District (WVSD) requires backwater valves on drainage piping serving fixtures that have flood level rims less than 12 inches above the elevation of the next upstream manhole.
34. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
35. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2019 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
36. PROVIDE DEFENSIBLE SPACE/FIRE BREAK LANDSCAPING PLAN: Prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
37. PRIOR TO FINAL INSPECTION: Provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.
38. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
39. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be part of the plan submittal as the second page. The specification sheet is available online at www.losgatosca.gov/building.
40. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:

DRAFT

a. Community Development – Planning Division: (408) 354-6874
b. Engineering/Parks & Public Works Department: (408) 399-5771
c. Santa Clara County Fire Department: (408) 378-4010
d. West Valley Sanitation District: (408) 378-2407
e. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS & PUBLIC WORKS:

Engineering Division

41. GENERAL: All public improvements shall be made according to the latest adopted Town Standard Plans, Standard Specifications and Engineering Design Standards. All work shall conform to the applicable Town ordinances. The adjacent public right-of-way shall be kept clear of all job-related mud, silt, concrete, dirt and other construction debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless an encroachment permit is issued by the Engineering Division of the Parks and Public Works Department. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the issuance of correction notices, citations, or stop work orders and the Town performing the required maintenance at the Owner's expense.
42. PAYMENT OPTIONS:
    a. All payments regarding fees and deposits can be mailed to:
    Town of Los Gatos PPW – Attn: Engineering Dept
    41 Miles Avenue
    Los Gatos, CA 95030

    Or hand deliver/drop off payment in engineering lock box
    Checks made out to **"Town of Los Gatos"** and should mention **address and application number** on memo/note line.
43. APPROVAL: This application shall be completed in accordance with all the conditions of approval listed below and in substantial compliance with the latest reviewed and approved development plans. Any changes or modifications to the approved plans or conditions of approvals shall be approved by the Town Engineer.
44. CONSTRUCTION PLAN REQUIREMENTS: Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website.
45. CHANGE OF OCCUPANCY: Prior to initial occupancy and any subsequent change in use or occupancy of any non-residential condominium space, the buyer or the new or existing occupant shall apply to the Community Development Department and obtain approval for use determination and building permit and obtain inspection approval for any necessary work to establish the use and/or occupancy consistent with that intended.
46. GENERAL LIABILITY INSURANCE: The property owner shall provide proof of insurance to

DRAFT

the Town on a yearly basis. In addition to general coverage, the policy must cover all elements encroaching into the Town's right-of-way.

47. PUBLIC WORKS INSPECTIONS: The Owner, Applicant and/or Developer or their representative shall notify the Engineering Inspector at least twenty-four (24) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all work in the Town's right-of-way. Failure to do so will result in penalties and rejection of any work that occurred without inspection.
48. RESTORATION OF PUBLIC IMPROVEMENTS: The Owner, Applicant and/or Developer or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner, Applicant and/or Developer or their representative's operations. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired and replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed, therefore. Existing improvement to be repaired or replaced shall be at the direction of the Engineering Construction Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the Engineering Construction Inspector shall be completed before the issuance of a certificate of occupancy. The Owner, Applicant and/or Developer or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.
49. PLAN CHECK FEES: Plan check fees associated with the Grading Permit shall be deposited with the Engineering Division of the Parks and Public Works Department prior to the commencement of plan check review.
50. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
51. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of permits or recordation of maps.
52. DESIGN CHANGES: Any proposed changes to the approved plans shall be subject to the approval of the Town prior to the commencement of any and all altered work. The Owner's project engineer shall notify, in writing, the Town Engineer at least seventy-two (72) hours in advance of all the proposed changes. Any approved changes shall be incorporated into the final "as-built" plans.
53. PLANS AND STUDIES: All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California and submitted to the Town Engineer for review and approval. Additionally, any post-project traffic or parking counts, or other studies imposed by the Planning Commission or Town Council shall be funded by the Owner, Applicant and/or Developer.
54. GRADING PERMIT DETERMINATION DURING CONSTRUCTION DRAWINGS: In the event that, during the production of construction drawings and/or during construction of the plans approved with this application by the Town of Los Gatos, it is determined that a grading permit would be required as described in Chapter 12, Article II (Grading Permit) of

the Town Code of the Town of Los Gatos, an Architecture and Site Application would need to be submitted by the Owner for review and approval by the Development Review Committee prior to applying for a grading permit.

55. ILLEGAL GRADING: Per the Town's Comprehensive Fee Schedule, applications for work unlawfully completed shall be charged double the current fee. As a result, the required grading permit fees associated with an application for grading will be charged accordingly.
    a. DUST CONTROL: Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three (3) times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets shall be cleaned by street sweepers or by hand as often as deemed necessary by the Town Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one (1) late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Town. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed twenty (20) miles per hour (MPH). All trucks hauling soil, sand, or other loose debris shall be covered.
56. CONSTRUCTION ACTIVITIES: All construction shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinance, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
57. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris SHALL NOT be washed into the Town's storm drains.
58. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
59. GOOD HOUSEKEEPING: Good housekeeping practices shall be observed at all times during the course of construction. All construction shall be diligently supervised by a person, or persons authorized to do so at all times during working hours. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in penalties and/or the Town performing the required maintenance at the Owner's expense
60. SITE DESIGN MEASURES: This project shall incorporate at least one of the following measures:
    a. Protect sensitive areas and minimize changes to the natural topography.
    b. Minimize impervious surface areas.
    c. Direct roof downspouts to vegetated areas.

DRAFT

d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
e. Use landscaping to treat stormwater.

61. CONSTRUCTION HOURS: All subdivision improvements and site improvements construction activities, including the delivery of construction materials, labors, heavy equipment, supplies, etc., shall be limited to the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays. The Town may authorize, on a case-by-case basis, alternate construction hours. The Owner, Applicant and/or Developer shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
62. CONSTRUCTION NOISE: Between the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet from the source. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.
63. SANITARY SEWER CLEANOUT: Sanitary sewer cleanouts shall be relocated within the property in question.
64. PRECONSTRUCTION MEETING: Prior to issuance of any grading or building permits or the commencement of any site work, the general contractor shall:
    a. Along with the Owner, Applicant and/or Developer, attend a pre-construction meeting with the Town Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters.
    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them as well prior to commencing any work, and that a copy of the project conditions of approval will be posted on-site at all times during construction.
65. CONSTRUCTION VEHICLE PARKING: Construction vehicle parking within the public right-of- way will only be allowed if it does not cause access or safety problems as determined by the Town.
66. STREET/SIDEWALK CLOSURE: Any proposed blockage or partial closure of the street and/or sidewalk requires an encroachment permit. Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.
67. GRADING PERMIT: A grading permit is required for all site grading and drainage work except for exemptions listed in Section 12.20.015 of The Code of the Town of Los Gatos (Grading Ordinance). Grading work taking place either simultaneously, on-site is considered eligible for the grading permit process and could be counted toward quantities, depending on permit status. After the preceding Architecture and Site Application has been approved by the respective deciding body and the appeal period has passed, the grading permit application with grading plans and associated required materials shall be submitted via email to the PPW engineer assigned to the A&S review. Plan check fees (determined after initial submittal) shall be sent to the Engineering Division of the Parks and Public Works

DRAFT

Department located at 41 Miles Avenue. The grading plans shall include topographic map/existing conditions, final grading, drainage, retaining wall location(s), driveway, utility sheet and erosion control. Grading plans shall list earthwork quantities and a table of existing and proposed impervious areas. Unless specifically allowed by the Director of Parks and Public Works, the grading permit will be issued concurrently with the building permit. The grading permit is for work outside the building footprint(s). Prior to Engineering signing off and closing out on the issued grading permit, the Owner's soils engineer shall verify, with a stamped and signed letter, that the grading activities were completed per plans and per the requirements as noted in the soils report. A separate building permit, issued by the Building Department, located at 110 E. Main Street, is needed for grading within the building footprint.

68. SECURITY OF PERFORMANCE: Prior to approval of the grading permit, the applicant shall provide security for the performance of the work described and delineated on the approved grading plans. The form of security shall be one (1) or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney
    a. Bond or bonds issued by one (1) or more duly authorized corporate sureties on a form approved by the Town.
    b. Deposit, with the Town, money, negotiable bonds of the kind approved for securing deposits of public monies, or other instrument of credit from one (1) or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment.
69. GRADING ACTIVITY RESTRICTIONS: Upon receipt of a grading permit, any and all grading activities and operations shall not occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15).
70. CONSTRUCTION EASEMENT: Prior to the issuance of a grading or building permit, it shall be the sole responsibility of the Owner, Applicant and/or Developer to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed. Proof of agreement/approval is required prior to the issuance of any Permit.
71. DRAINAGE STUDY: Prior to the issuance of any grading or building permits, the following drainage studies shall be submitted to and approved by the Town Engineer: a drainage study of the project including diversions, off-site areas that drain onto and/or through the project, and justification of any diversions; a drainage study evidencing that the proposed drainage patterns will not overload the existing storm drain facilities; and detailed drainage studies indicating how the project grading, in conjunction with the drainage conveyance systems (including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding) will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood.
72. DRAINAGE IMPROVEMENT: Prior to the issuance of any grading permits, the Owner, Applicant and/or Developer shall: a) design provisions for surface drainage; and b) design all necessary storm drain facilities extending to a satisfactory point of disposal for the

proper control and disposal of storm runoff; and c) provide a recorded copy of any required easements to the Town.

73. TREE REMOVAL: Copies of all necessary tree removal permits shall be provided prior to the issuance of a building permit. An arborist report may be necessary.
74. SURVEYING CONTROLS: Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer qualified to practice land surveying, for the following items:
    a. Retaining wall: top of wall elevations and locations.
    b. Toe and top of cut and fill slopes.
75. RETAINING WALLS: A building permit, issued by the Building Department, located at 110 E. Main Street, may be required for site retaining walls. Walls are not approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
76. PROXIMITY OF RETAINING WALLS TO ADJACENT BUILDINGS: Prior to the issuance of a grading or building permit, structural details for the proposed retaining walls located immediately adjacent to or in the immediate vicinity of existing buildings on adjoining lots shall be submitted confirming that said walls will not negatively affect the structural integrity of these buildings.
77. WEST VALLEY SANITATION DISTRICT: All sewer connection and treatment plant capacity fees shall be paid either immediately prior to the issuance of a sewer connection permit. Written confirmation of payment of these fees shall be provided prior to issuance of the Grading Permit.
78. GEOLOGY AND SOILS MITIGATION MEASURE: A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. All recommendations of the investigation shall be incorporated into project plans.
79. GEOTECHNICAL/GEOLOGICAL ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner’s soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing shall be documented in an “as-built” letter/report prepared by the Owner’s soils engineer and submitted to the Town before a certificate of occupancy is granted.
80. FENCES: Fences between all adjacent parcels will need to be located on the property lines/boundary lines. Any existing fences that encroach into the neighbor’s property will need to be removed and replaced to the correct location of the boundary lines before a Certificate of Occupancy for any new building can be issued. Waiver of this condition will require signed and notarized letters from all affected neighbors.
81. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of any building or grading permit, the Owner shall pay the project's proportional share of transportation improvements

DRAFT

needed to serve cumulative development within the Town of Los Gatos. The fee amount will be based upon the Town Council resolution in effect at the time the building permit is issued.

82. PRECONSTRUCTION PAVEMENT SURVEY: Prior to issuance of any grading or building permit, the Owner, Applicant and/or Developer shall complete a pavement condition survey documenting the extent of existing pavement defects using a smartphone video (in Landscape orientation only) or digital video camera. The survey shall extend the length of Reservoir Road and the connecting private access driveway. The results shall be documented in a report and submitted to the Town for review.
83. POSTCONSTRUCTION PAVEMENT SURVEY: The Owner, Applicant and/or Developer shall complete a pavement condition survey covering the same sections of roads documented in the Preconstruction Pavement Survey to determine whether road damage occurred as a result of project construction and whether there were changes in pavement strength. Rehabilitation improvements required to restore the pavement to pre-construction condition. The results shall be documented in a report and submitted to the Town for review and approval before a Certificate of Occupancy for any new building can be issued. The Owner, Applicant and/or Developer shall be responsible for completing any required road repairs prior to release of the faithful performance bond.
84. ON-SITE/OFF-SITE PARKING: Parking spaces shall be paved with a compacted base not less than four (4) inches thick, surfaced with asphaltic concrete or Portland cement concrete pavement or other surfacing (e.g.: permeable paving materials, interlocking pavers and ribbon strip driveways) approved by the Town Engineer.
85. TRAFFIC CONTROL PLAN: If a traffic control plan is required, it must be submitted and approved by the Town Engineer prior to the issuance of an encroachment, grading or building permit. This plan shall include, but not be limited to, the following measures:
    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, special events, and other projects in the area. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.
    b. Flag persons shall be placed at locations necessary to control one-way traffic flow. All flag persons shall have the capability of communicating with each other to coordinate the operation.
    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation.
86. HAULING OF SOIL: Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Director of Parks and Public Works. Prior to the issuance of a grading or building permit, the Owner and/or Applicant or their representative shall work with the Town Building Department and Engineering Division Inspectors to devise a traffic control plan to ensure safe and efficient traffic flow under periods when soil is hauled on or off the project site. This may include but is not limited to provisions for the Owner and/or Applicant to place construction notification signs noting the dates and time of construction and hauling activities or providing additional traffic

DRAFT

control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand, and other loose debris.

87. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any grading or building permits, the Owner and/or Applicant's design consultant shall submit a construction management plan sheet (full-size) within the plan set that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, materials storage area(s), construction trailer(s), concrete washout(s) and proposed portable restroom locations. Please refer to the Town's Construction Management Plan Guidelines document for additional information.
88. SHARED PRIVATE STREET: The private street accessing the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
89. EMERGENCY VEHICLE ACCESS: The Emergency Vehicle Access Easement (EVAE) that traverses the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
90. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any grading or building permits, the Owner, Applicant and/or Developer shall coordinate with the Santa Clara County Fire Department to ensure that any proposed modifications to the Emergency Vehicle Access Easement that traverses the Project Site are curvilinear, allows for the Department's equipment to travel across said easement, and meets all Department specifications. Plans shall be submitted to the Santa Clara County Fire Department for approval prior to construction.
91. WVSD (West Valley Sanitation District): Sanitary sewer laterals are televised by West Valley Sanitation District and approved by the Town of Los Gatos before they are used. A Sanitary Sewer Clean-out is required at the property line, within one (1) foot of the property line, or at a location specified by the Town.
92. SANITARY SEWER BACKWATER VALVE: Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Building Official. The Town shall not incur any liability or responsibility for damage resulting from a sewer overflow where the property owner or other person has failed to install a backwater valve as defined in the Uniform Plumbing Code adopted by the Town and maintain such device in a functional operation condition.

    Evidence of West Sanitation District's decision on whether a backwater device is needed shall be provided prior to the issuance of a building permit.
93. RELOCATION OF TRASH AND RECYCLING COLLECTION LOCATION: Prior to the issuance of any permits, an approval letter from West Valley Collection & Recycling accepting the

trash and recycling collection locations shall be provided to the Town.

94. BEST MANAGEMENT PRACTICES (BMPs): The Owner, Applicant and/or Developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Best Management Practices (BMPs) shall be maintained and be placed for all areas that have been graded or disturbed and for all material, equipment and/or operations that need protection. Removal of BMPs (temporary removal during construction activities) shall be replaced at the end of each working day. Failure to comply with the construction BMP will result in the issuance of correction notices, citations, or stop work orders.
95. INFILTRATION TRENCHES: The following requirements apply to the proposed infiltration trenches:
    a. Prior to completion of the Final Stormwater Control Plan, a geotechnical engineer shall review the design of the infiltration trenches and retaining walls along the portion of the road within the property boundary and determine whether additional structural supports are needed to ensure stability of the road and the adjacent hillside during the wet season.
    b. The assumed infiltration rate shall be verified with actual site-specific soils data prior to the Final Stormwater Control Plan for the development. If the infiltration rate is lower, a hydrologic analysis shall be conducted to ensure that the proposed trench sizes are adequate.
    c. The infiltration trench shall be protected from sediment generated during construction of homes on the lots. The proposed source control measures shall be indicated on the project plans.
    d. Maintenance of stormwater treatment and the infiltration trenches shall be the responsibility of the property owner and/or future property owners.
96. UNLAWFUL DISCHARGES: It is unlawful to discharge any wastewater or cause hazardous domestic waste materials to be deposited in such a manner or location as to constitute a threatened discharge, into storm drains, gutters, creeks or the San Francisco Bay. Unlawful discharges to storm drains include, but are not limited to: discharges from toilets, sinks, industrial processes, cooling systems, boilers, fabric cleaning, equipment cleaning, or vehicle cleaning.
97. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department during the grading permit application process. A maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping, shall be included. Interim erosion control method shall include, but are not limited to silt fences, fiber rolls (with locations and details), erosion control blankets,

    Town standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months.
98. AIR QUALITY: To limit the project's construction-related dust and criteria pollutant

emissions, the following the Bay Area Air Quality Management District (BAAQMD)-recommended basic construction measures shall be included in the project's grading plan, building plans, and contract specifications:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, or otherwise kept dust-free.
b. All haul trucks designated for removal of excavated soil and demolition debris from site shall be staged off-site until materials are ready for immediate loading and removal from site.
c. All haul trucks transporting soil, sand, debris, or other loose material off-site shall be covered.
d. As practicable, all haul trucks and other large construction equipment shall be staged in areas away from the adjacent residential homes.
e. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day, or as deemed appropriate by Town Engineer. The use of dry power sweeping is prohibited. An on-site track-out control device is also recommended to minimize mud and dirt-track-out onto adjacent public roads.
f. All vehicle speeds on unpaved surfaces shall be limited to fifteen (15) miles per hour.
g. All driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within forty-eight (48) hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. Please provide the BAAQMD's complaint number on the sign: 24-hour toll-free hotline at 1-800-334-ODOR (6367).
i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed twenty (20) miles per hour.
j. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

99. DETAILING OF STORMWATER MANAGEMENT FACILITIES: Prior to the issuance of any grading or building permits, all pertinent details of any and all proposed stormwater management facilities, including, but not limited to, ditches, swales, pipes, bubble-ups, dry wells, outfalls, infiltration trenches, detention basins and energy dissipaters, shall be provided on submitted grading and drainage plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
100. WATER FEATURES: New swimming pools, hot tubs, spas and/or fountains shall have a connection to the sanitary sewer system, subject to West Valley Sanitation District's authority and standards, to facilitate draining events. Discharges from these feature(s) shall be directed to the sanitary sewer and are not allowed into the storm drain system.
101. SITE DRAINAGE: Rainwater leaders shall be discharged to splash blocks. On-site drainage

DRAFT

systems for all projects shall include one of the alternatives included in section C.3.i of the Municipal Regional NPDES Permit. These include storm water reuse via cisterns or rain barrels, directing runoff from impervious surfaces to vegetated areas and use of permeable surfaces. If stormwater treatment facilities are to be used, they shall be placed a minimum of ten (10) feet from the adjacent property line and/or right-of-way. Alternatively, the facility(ies) may be located with an offset between 5 and 10 feet from the adjacent property and/or right-of-way line(s) if the responsible engineer in charge provides a stamped and signed letter that addresses infiltration and states how facilities, improvements and infrastructure will not adversely affect the adjacent property. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

102. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
103. NOTE: The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to "…adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. Where a conflict exists between local & 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08. All comments below that result from PRC 4290 are identified by **.
104. **WIDTH: (a) All roads shall be constructed to provide a minimum of two ten (10) foot traffic lanes, not including shoulder and striping. These traffic lanes shall provide for two-way traffic flow to support emergency vehicle and civilian egress, unless other standards are provided in this article or additional requirements are mandated by local jurisdictions or local subdivision requirements. Vertical clearances shall conform to the requirements in California Vehicle Code section 35250. (b) All one-way roads shall be constructed to provide a minimum of one twelve (12) foot traffic lane, not including shoulders. The local jurisdiction may approve one-way roads. (1) All one-way roads shall, at both ends, connect to a road with two traffic lanes providing for travel in different directions, and shall provide access to an area currently zoned for no more than ten (10) residential units. (2) In no case shall a one-way road exceed 2,640 feet in length. A turnout shall be placed and constructed at approximately the midpoint of each one-way road. (c) All driveways

shall be constructed to provide a minimum of one (1) ten (10) foot traffic lane, fourteen (14) feet unobstructed horizontal clearance, and unobstructed vertical clearance of thirteen feet, six inches (13' 6”). California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2 Articles 1-5, § 1273.01.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

105. **ROAD SURFACES: (a) Roads shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds and provide an aggregate base. (b) Driveways and road and driveway structures shall be designed and maintained to support at least 40,000 pounds. (c) Project proponent shall provide engineering specifications to support design, if requested by the local authority having jurisdiction. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.02.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
106. **GRADES: (a) At no point shall the grade for all roads and driveways exceed 16 percent. (b) The grade may exceed 16%, not to exceed 20%, with approval from the local authority having jurisdiction and with mitigations to provide for same practical effect. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.03.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
107. **RADIUS: (a) No road or road structure shall have a horizontal inside radius of curvature of less than fifty (50) feet. An additional surface width of four (4) feet shall be added to curves of 50-100 feet radius; two (2) feet to those from 100-200 feet. (b) The length of vertical curves in roadways, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall be not less than one hundred (100) feet. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.04.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
108. **TURNAROUND: (As noted on sheet A-4 and sheet 4) (a) Turnarounds are required on driveways and dead- end roads. (b) The minimum turning radius for a turnaround shall be forty (40) feet, not including parking, in accordance with the figures in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is used instead, the top of the “T” shall be a minimum of sixty (60) feet in length.(c) Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart. (d) A turnaround shall be provided on driveways over 300 feet in length and shall be within fifty (50) feet of the building.(d) Each dead-end road shall have a turnaround constructed at its terminus. Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot intervals.(e) Figure A. Turnarounds on roads with two ten-foot traffic lanes. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.05.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

109. PRC 4290 REQUEST FOR EXCEPTION CONDITIONS OF APPROVAL:
    a. A copy of the Alternate Means/Methods application form including approval signature, exhibits, and these comments shall be made part of the building permit drawing set, to be routed to Santa Clara County Fire Department for final approval.
    b. Sign(s) to be provided:
        - At Reservoir St indicating the turnaround is onsite.
        - At turnaround indicating the turnaround location and no parking in the turn around.
    c. Language and location of these signs to be provided on building permit drawings, and approved prior to building permit issuance.
110. FIRE SPRINKLERS REQUIRED: (As Noted on Sheet A1) Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.
111. REQUIRED FIRE FLOW: (Letter received) The minimum require fireflow for this project is 875 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.3]
112. FIRE DEPARTMENT (ENGINE) DRIVEWAY TURNAROUND REQUIRED: (As noted on sheet A-4 and sheet 4) Provide an approved fire department engine driveway turnaround with a minimum radius of 36 feet outside and 23 feet inside. Maximum grade in any direction shall be a maximum of 5%. Installations shall conform with Fire Department Standard Details and Specifications D-1. CFC Sec. 503.
    -Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
113. WILDLAND-URBAN INTERFACE: This project is located within the designated Wildland-Urban Interface Fire Area. The building construction shall comply with the provisions of California Building Code (CBC) Chapter 7A. Note that vegetation clearance shall be in compliance with CBC Section 701A.3.2.4 prior to project final approval. Check with the Planning Department for related landscape plan requirements.
114. WATER SUPPLY REQUIREMENTs: (As Noted on Sheet A1) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2019 CFC Sec. 903.3.5 and Health and Safety Code 13114.7.

DRAFT

115. ADDRESS IDENTIFICATION: (As Noted on Sheet A1) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1.
116. CONSTRUCTION SITE FIRE SAFETY: (As Noted on Sheet A1) All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.
117. EMERGENCY GATE/ACCESS GATE REQUIREMENTS: (As Noted on Sheet A1) Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. If the gates are operated electrically, an approved Knox key switch shall be installed; if they are operated manually, then an approved Knox padlock shall be installed.
118. GENERAL: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance [CFC, Ch.1, 105.3.6].

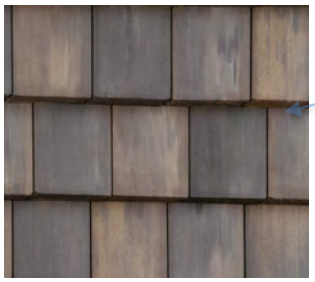
DRAFT

This Page Intentionally Left Blank

DRAFT

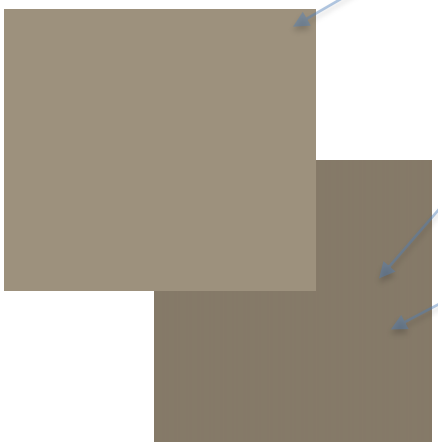
KOHLSAAT & ASSOCIATES
ARCHITECTURE

COLOR SAMPLES BOARD
45 RESERVOIR ROAD



ROOF COVER: FLAT SHAPE CONCRETE TILE
EAGLE ROOFING, flat profile concrete tile
- Color Concord Blend or similar (LRA 19.71)

EXTERIOR WALLS: SMOOTH STUCCO
BENJAMIN MOORE
Color Raccoon Hollow 978 or similar (LRV 27.93)



EXTERIOR WALLS: SMOOTH STUCCO
BENJAMIN MOORE
Color Stampede 979 or similar (LRV 19.00)

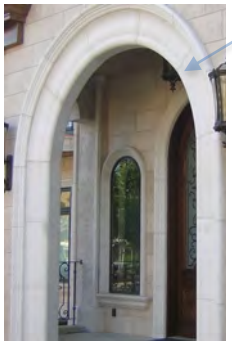
PATIO AND COLUMNS:
BENJAMIN MOORE. Cast stone decorative columns.
Color Stampede 979 or similar (LRV 19.00)

WINDOW AND DOOR:
Combination of aluminum clad & steel window and door
Color ranges from dark bronze to black (LRV 2.48)



TRIM:
Decorative cast stone trim.

LIGHT FIXTURE:
Wall mounted fixture with shield (similar).
Matte texture in black finish.





RAIL/ GUARD:
Combination of solid low wall with stucco finish & open decorative iron rail with matte black painted finish.



GUTTER:
Painted, matte finish. Color ranges from dark bronze to black.



This Page Intentionally Left Blank

KOHLSAAT & ASSOCIATES
ARCHITECTURE

Planning Department
Community Development Department, Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

July 30, 2024

Re: The Agahian Residence, 45 Reservoir Road, Los Gatos
Project Description/ Letter of Justification (ver 2.0)
Updated 11.26.24

To Whom it May Concern:

On behalf of the property owner Ms. Farnaz Agahian, I am pleased to present this project for an Architecture and Site application. The proposed project includes the construction of a new two-story residence with an attached two car garage, as well as an attached accessory dwelling unit (ADU). The letter, accompanies the building plans and supplemental exhibits, contains descriptions of the property, the neighborhood. It also describes how the proposed development complies with the Hillside Development Standards and Guidelines.

DESCRIPTION OF EXISTING PROPERTY

Access
The property is located along a private access road of Reservoir Drive, connecting both the public portion of Reservoir Drive and Roger Street with access gates on both ends. This private road serves a total of 5 properties including the subject property. The 10,000sf vacant lot was sub-divided via a lot merger application back in 2015 (from 60 Rogers Street) and was zoned R-1-20. The property borders a group of R-1-10 lots on the eastern side and a group of R-1D lots on the northern side. An easement was established along Reservoir Drive for ingress/ egress, with utility easements (gas and sanitary sewer) going back to 60 Rogers Street.

Topography
This site has a north facing slope that averages at 28%, with the least restrictive development areas (LRDA) mainly on the access road and a few small graded areas throughout. A series of mature oak trees cover the rear, eastern and western property lines. Remnants of old stone steps and retaining walls can be seen where the new perimeter wood fence is erected. An asphalt paved access road cuts thru the property and a relatively steep cut bank can be seen downhill from the road (likely from the creation of the road). Overall, apart from being visible to the immediately adjacent neighbors, the property is relatively private and isolated.

51 University Avenue, Suite L • Los Gatos, CA 95030 • 408.395-2555

DESCRIPTION OF PROPOSED RESIDENCE

Early Development and Challenges:
With the lot sized at 83ft wide by 126ft long, this 10,000sf lot was zoned R-1-20 with associated setbacks: side setback is 15ft, the rear setback is 25ft and the front setback is 30ft. In addition, the majority of the LRDA area is over the access road, which cuts through and takes up 1/3 of the building envelope, leaving the rest of the building envelope very limited and at a slope over 30%.

An early application back in 2018 was submitted by a different owner for a 2,400sf, 2.5-story home with a basement. A couple issues were brought up during the development review regarding the massing of the building, high hillside visibility and the large amount of retaining wall and road expansion work to accommodate a fire-truck turnaround.

The hillside overlay design standards further restricted the building envelope with their 18ft /28ft height limits, allowable floor area (FAR), fire access, among other hillside challenges.

Final Design and Solutions:
The top priorities for the final design are working with the existing road, fitting the program efficiently in the tight building envelope, balancing the building mass and reducing the hillside visibility. A couple strategies were applied included using a tandem garage to limit facade massing, going with a reverse floor plan (with bedrooms on the lower floor and main living spaces on the upper floor) to make best use of the limited windows/views, and limiting the building to a two-story design with a stepped facade/shape following the road and the topography contour. In working with a steep topography, a sizable amount of the lower floor (70%) is located below grade to reduce visible bulk and mass.

Even with all these methods, development exceptions to build outside of the LRDA as well as going into the side and rear setbacks are still unavoidable to make the design work. We will explain more in detail below.

Floor Plan Arrangement and Connectivity
The house features a reversed floor plan with a tandem garage and 2 bedroom suites on the lower floor. The main living spaces (kitchen, living and dining rooms) are on the main floor, where a 530sf attached accessory dwelling unit (ADU) is also located with separate living amenities and entrance through the side yard. A covered porch (loggia) is located on the main floor to provide outdoor living space and exterior definition as the hillside terrain doesn’t always allow for conventional, widespread patios.

Surrounding the residence is a series of of walkways and steps for circulation. Using tiered grading and retaining walls, a modest yard space was carved out at the back yard, as well as a narrow walkway around the back of the house. A series of access stairs is located on the east side and a light well on the west side of the house. Together they allow for egress, air and light access, and being able to walk around the house. This 2-story house is connected on the inside via a stairway as well as an elevator, with access on each level that leads to the outside space.

Exterior Styling
Proposed residence is of a simple Mediterranean styling with subdued terra cotta colors to blend in with the natural hillside environment. Low-sloped, hipped roofs with flat roof tiles cover

over the house and a flat roof covers the loggia. Walls have two-tone stucco finish and dark-color gridded windows and doors. Stepped building forms, plus solid and open volumes are used to break up the massing. A sizable portion of the building is buried into the hillside as much as practical to diminish the two-story appearance. Lastly the building facade is adorned with subtle architectural elements to add interest to the styling.

There is a mixture of eclectically styled, one and two-story homes, with floor areas ranging from 1,500sf to 3,500sf within the neighborhood. We expect the proposed residence to be compatible to the neighborhood, both architecturally and in size.

Private Road Fire Access and Plans For Downhill Area:

Despite the Reservoir private road being a through path that connects Rogers Street and Reservoir Road, the hair-pin turn in front of 36 Rogers Street makes the road impossible for a fire truck to drive up and thru, rendering our project site a dead-end site. We've been working with the Fire Department on an AMMR (Alternative Materials, Methods of Construction, or Modification of Code) and after evaluating multiple options, we have to go with a fire truck turn-around area in order to allow the emergency vehicles to come on site, while permit the local ingress/egress traffic on the private road. A modified turnaround area of roughly 40ft by 45-50ft has been added in front of the garage, set at the same level as the road.

The construction of the turn-around area will no doubt be challenging: with substantial grading and tall retaining walls that require grading exceptions. However it is necessary to do this to prioritize the fire safety of our residents and the neighborhood. In addition, careful considerations are made to address the visibility of the retaining walls, drainage and to provide landscape screening to our neighbors.

* See further explanation below for grading and retaining wall exceptions.

Fire Water Supply:
A number of hydrants are available within reach of the subject property, with the closest one located on Reservoir Road (in front of 39 Reservoir Rd) with a total travel distance of 483ft from the farthest corner of the house to the hydrant. The new residence will be equipped with fire sprinkler protection system as well, among other fire protection measures.

Visibility:
With visibility dictating our allowable building heights, it is a high priority in our design. To evaluate its impact to our design, we set up temporary, partial story-poles of the proposed building shape and superimposed simulations of the proposed residence to conduct studies from the town's designated viewing areas. Compare with 6 years ago when the last application was filed, many of the same screening trees have grown and are providing excellent screening for the proposed residence. Further, a shorter and slightly wider re-design allows us to take better advantage of the screening trees. The result is a very encouraging reduction of the visibility percentage: from 62% down to 22% of the front elevation. Among the visible portions are the loggia and a small section of the powder room. The main house portion is setback by a good amount, or is shielded by the screening trees. This percentage categorizes the house as a non-visible home with an allowable height of 28ft. The proposed new building design is mostly below the 18ft height plane (see sections and elevations).

Neighbor Outreach:
With this property been years in development, many of the neighbors (long-term and those who recently moved in) are aware of the development and have been in touch with the owner. It gave us a chance to review the project with them, listen and take in their concerns and feedbacks. Ranging from road expansion, privacy and utility issues. This is, however, an on-going activity and we will continue to do so as we progress in our application with the town. We have included a separate list documenting our correspondence with our neighbors.

EXCEPTION REQUESTS AND JUSTIFICATIONS

Below is a list of our effort of minimizing the exceptions requested for the project and our justifications.

EXCEPTION TO TOWN CODE REQUIREMENTS:

1. Parking configuration and stall size: due to the existing road elevation, the garage works best being on the east side of the property. However even with a reduced rear setback having (2) 20ft long parking spaces will push the garage facade really close to the road and on-coming traffic. We are requesting an exemption to reduce the second parking space from 20ft long down to 18ft long. A 18ft long parking space is still a very practical size and it can potentially avoid a bottleneck between the garage and the road.

2. Setback Encroachment: (refer to architectural site plan on A1)
   - This 10,000sf vacant lot was subdivided from a much bigger lot zoned R-1-20 and was given the same zoning designation with the associated setbacks. However the actual lot size, widths and lengths are in fact more similar and compatible with its bordering properties that are zoned with R-1D and R-1-10 zones. Having to follow the R-1-20 setbacks, compounded with the reduction of the building envelope due to the pre-existing road location, undoubtedly would have forced the design into a 3-story home (as seen in past application design). It would have exceeded both the 18ft and 28ft height limits and adversely increased the hillside visibility percentage by a great amount, making it a very visible home.

   - Our alternative is to propose a small amount of encroachment into the standard side and rear setbacks. This allows us to keep to a 2-story design. Stretching the building wider rather than taller also makes better use of the existing screening trees. An exception is hereby requested to allow partial encroachment into the rear and side setbacks.

EXCEPTIONS TO HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES

1. Retaining wall height exception at the fire truck turn-around: (refer to architectural site plan on A4 and civil sheet C4)

- The required turn-around space, with even a modified footprint, requires an area of roughly 40ft by 50ft and a slope of no more than 5%. It needs to be on the same level as the existing road and expands towards the downhill area. Retaining walls that are needed to create this pad will vary between 5ft to 15.5ft high. They can be constructed out of soldier pile and wood lagging, which has a natural rustic appearance that is commonly seen in the hillside area. It also allows for natural drainage and avoids the need of complex drainage lines that is normally required for concrete wall construction.

- In addition of the retaining wall appearance, 4ft of landscape buffer zones are planned around the turn-around area to screen the walls from neighbors.

2. Grading (Fill) exception along the outer edge of the widened road: (refer to architectural site plan on A4 and civil sheet C4)

- Fill areas of up to 15.5 ft is necessary for the construction of the turn-around area. While this is a significant height and will require an exception, it can significant offset and amount of soil off-haul created by the house grading.

3. Structure outside of the least restrictive development area: (refer to sheet A3 and A4) this property used to be the yard space of 60 Rogers Street, so the only LRDA were created for the private road, as well as a few small, graded areas for the remnant landscape steps. The rest of the property, including the building envelope remains an ungraded, steep hill. There is not enough LRDA on this property that will allow the construction of a new residence. Hence we are hoping to apply for exception to this requirement.

EXCEPTIONS TO HILLSIDE SPECIFIC PLAN

1. Guest parking spaces at Hillside Specific Plan: the size and configuration of the lot has made it challenging to provide all the hillside specific street parking, and we want to prioritize getting ingress/egress and fire truck access while being sensitive with grading and road expansion. So instead of the 4 required spaces we are requesting to reduce it to 1 parking space.

EXCEPTIONS TO TOWN CODE:

SEC 29.10.155(c)(2) Driveway/ access road must be a minimum of 18 feet in width for the full length to Reservoir Road:

1. The creation of the access road granted a 12 ft easement for ingress and egress purposes across the 5 neighboring properties. While our property owner can make improvements on her property, she has no control over her neighbors' portion of the road.
2. We have to prioritize spaces for fire access and maneuvering, off street parking, tree preservation and visibility screening, all along a very limited road frontage. We have widened about 60% of our road, including the choke point at the 2 brick pillars, to get at least a 12 ft wide road as well as a space for a fire truck turn-around. The rest of the road is widened as much as possible to accommodate some parking, while leaving us about 15'-9" of egress width, some space for tree preservation and drainage management.
3. The current road varies from 12 to 24 ft in width and has separate, widened parking and maneuvering space in front of each property it serves, providing turn-out spaces that have worked well with these residences for years.

COMPLIANCE WITH HILLSIDE DEVELOPMENT STANDARDS & GUIDELINES

In addition to what was identified above, the proposed home specifically addresses the Hillside Development Standards and Guidelines as follows:

III Site Planning:

- All the site constraints have been carefully analyzed in planning the building position, size and configuration.
- An infill project within a developed neighborhood to minimize substantial impacts to public services.
- New building pad elevation was chosen to work with the existing road slope and and elevations to minimize impacts to neighbors. Road expansion work was kept to a reasonable extent with minimal amount of grading and retaining wall.
- Trees downhill from road are preserved to maintain visibility screening. New trees are proposed to screen retaining wall from neighbors.
- Grading locations and quantities were carefully applied to minimize extents and impacts.
- Permanent retaining walls for house and yard were kept to 5ft or less, and in discreet locations to minimize visibility and grading needs.

V Development Intensity and Architectural Design:

- Proposed house size and a two-story configuration are compatible to the neighboring homes.
- The proposed contemporary mediterranean style blends in well with natural hillside setting and among the wide-ranging home styles of the neighborhood.
- Minimized number and size of windows facing neighbors. Positioned deck and outdoor spaces away from neighbors.
- Used simple forms, low, hipped rooflines, as well as varying wall planes to break up elevation and massing into smaller units.
- All exterior materials are natural to blend in with the environment, meet WUI classification for fire resistance and to have a light reflective value (LRV) or less than 30.

Privacy:

- With the proposed residence set into the hill, the majority of the windows are directed downhill and away from the nearby neighbors.
- The outdoor gathering areas such as Loggia and yard are located on the private side of the residence, away from the adjacent neighbors.
- New trees are proposed on the downhill size of the lot to increase privacy screening.

VI. SITE ELEMENTS

The use of retaining walls: (refer to architectural site plan on A1 and civil sheet C4)

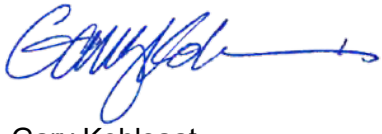
- To limit and amount of grading and avoid creating large flat areas, the rear yard used permanent retaining walls to create a tier configuration of landscaped area, a small yard and a walkway around the back of the house.
- Retaining walls are used to create egress light well for the lower floor bedroom, as well as egress stair on the side of the house.
- Retaining walls at rear yard are split up to minimize wall mass and height.

CONCLUSION

Designing a home on this site has proven to be quite challenging. In particular, the extremely constrained development area, the steep slope and visibility of the site have complicated the effort. Several iterations of the design and extensive analysis were required before we arrive at this present version.

In the end, I am very happy with the results. The size, mass, color and exterior style of this house are in keeping with the intent of the Hillside Development Standards and Guidelines. Through the use of the hillside guidelines and exception requests for the creation of a fire truck turn-around, we hope to achieve the owner' goals, makes the best use of the property, while respecting the neighborhood and its natural environment. We believe this will be a high-quality addition to this neighborhood. We appreciate your time to review our application and hope to get your support and approval.

Sincerely,



Gary Kohlsaat
Architect C19245

This Page Intentionally Left Blank

CDG
CANNON
DESIGN
GROUP

ARCHITECTURE PLANNING URBAN DESIGN

November 28, 2022

Mr. Sean Mullin
Community Development Department
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95031

RE: 45 Reservoir Road

Dear Sean:
I reviewed the drawings and evaluated the site context. My comments and recommendations are as follows:

NEIGHBORHOOD CONTEXT
The site is located on a steep sloping parcel within a semi-rural wooded environment. Photos of the site and surrounding neighborhood context are shown on the following page.



700 LARKSPUR LANDING CIRCLE . SUITE 199 . LARKSPUR . CA . 94939
TEL: 415.331.3795
CDGPLAN@PACBELL.NET



THE SITE

Streetview photos below provided by the applicant



Private Road: Site on the left



Private Road: Site on the right



Private Road: Site on the left



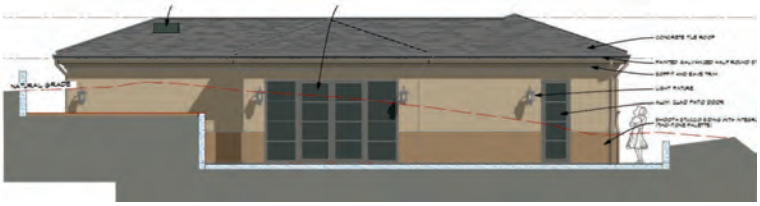
Private Road: View of site downhill segment

PROJECT OVERVIEW

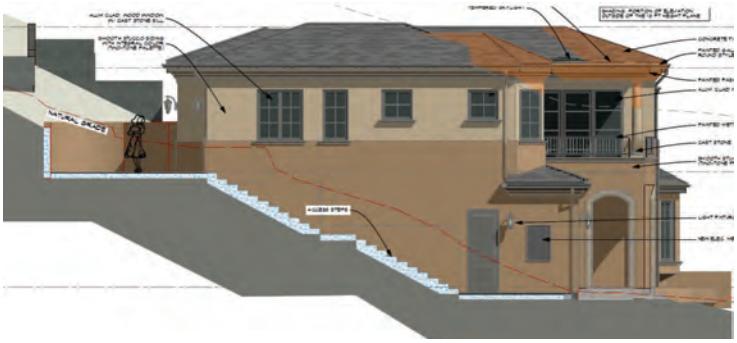
The proposed two-story house is designed in a Traditional Mediterranean Style. See proposed elevations and sections below.



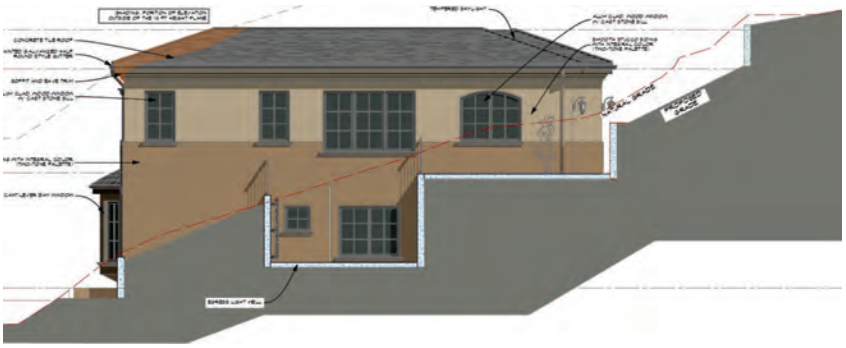
PROPOSED FRONT ELEVATION (Entry)



PROPOSED REAR ELEVATION



PROPOSED LEFT SIDE ELEVATION



PROPOSED RIGHT SIDE ELEVATION

ISSUES AND CONCERNS

The site slope, the fragmentation of the site into two parts and the resultant small amount of developable area on this site are major constraints for this project. I have only a couple of observations for staff's consideration.

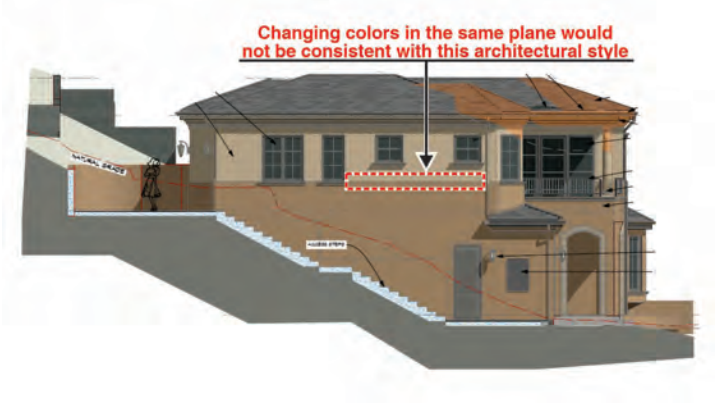
The tall side walls are not consistent with Residential Design Guideline 3.3.3.

3.3.3 Provide visual relief for two story walls

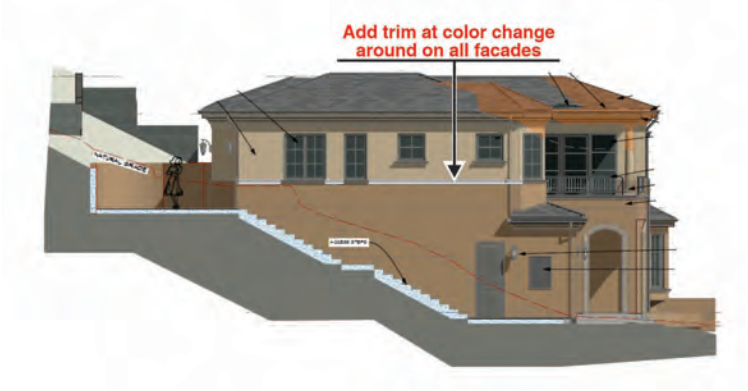
The color change proposed between the lower and upper portions of the walls helps, but that would not be total consistent with the intent of Residential Design Guideline 3.8.4.

3.8.4 Materials changes

- *Make materials and color changes at inside corners rather than outside corners to avoid a pasted on look.*



Recommendation: Add projecting molding at the proposed color change. Note that the use of two wall colors or the use of a single color would both be acceptable - see photo examples below.



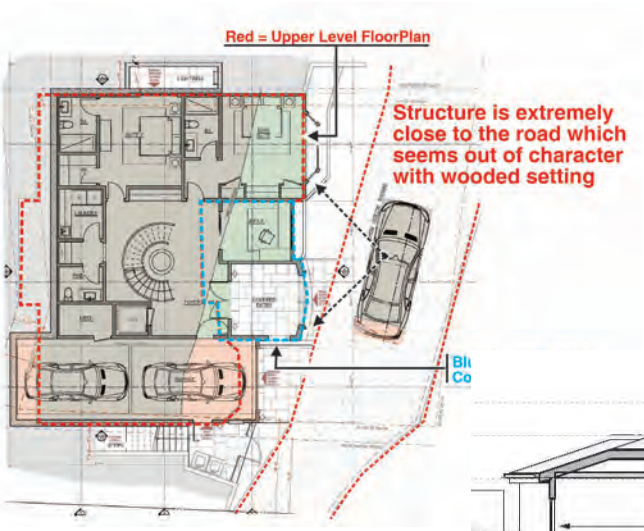




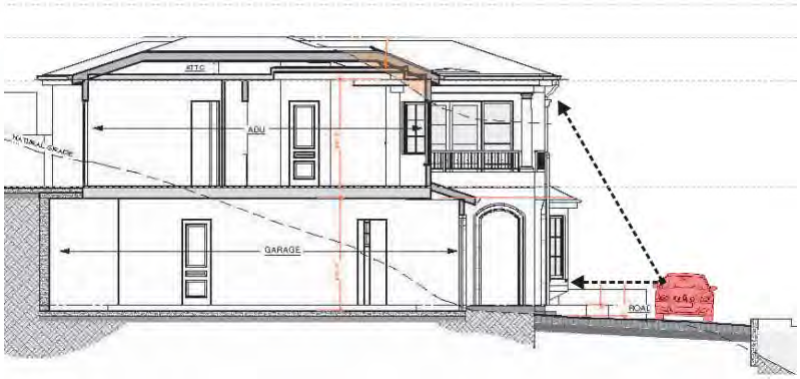
A second issue is of more concern and may not have a viable alternative aside from a smaller building footprint and volume. However, I do feel it is important to identify the issue because of its potential impact on the character of the private drive.

The issue is that the proposed house is quite close to the road and appears to be closer to the road than other nearby homes. This may be acceptable given the private acces road, but it seems out of character with its current semi-rural, wooded environment - see illustrations below.









Sean, please let me know if you have any questions, or if there are other issues that I did not address.

Sincerely,

CANNON DESIGN GROUP

Larry L. Cannon

CANNON DESIGN GROUP 700 LARKSPUR LANDING CIRCLE . SUITE 199 . LARKSPUR . CA . 94939

CANNON DESIGN GROUP 700 LARKSPUR LANDING CIRCLE . SUITE 199 . LARKSPUR . CA . 94939

KOHLSAAT & ASSOCIATES
ARCHITECTURE

Town of Los Gatos
Planning Division
110 E. Main Street
Los Gatos, CA 95030

March 20, 2023

Re: The Agahian Residence, 45 Reservoir Road,
Architecture & Site App.: S-22-048

Attn: Sean Mullin

In response to architectural consultant response letter, by Larry Cannon, dated November 28, 2022, is our response letter below.

1. A projecting molding has been added at the horizontal color change location around the entire perimeter of the building.

2. The property shape and access through the lot is highly unusual and creates an undue hardship on the allowable building envelope that we can not over come. The road has been moved away from the building envelope as much as possible.

If you have any questions regarding the revisions made, please give me a call.

Sincerely,

Jaclyn Greenmyer

51 University Ave., Suite L Los Gatos, CA 95030 Tel: (408) 395-2555

This Page Intentionally Left Blank

Tree Inventory, Assessment, and Protection Report

45 Reservoir Road
Los Gatos, CA 95032

Prepared for:

Town of Los Gatos

December 4, 2022

Prepared By:

Monarch Consulting Arborists

Richard Gessner
P.O. Box 1010 - Felton, CA 95018
1 831 331 8982
www.monarcharborists.com

Table of Content

Summary **1**
Introduction **1**
Background 1
Assignment 1
Limits of the assignment 1
Purpose and use of the report 2
Observations **2**
Tree Inventory 2
Plans 2
Analysis **4**
Discussion **5**
Condition Rating 5
Expected Impact Level 6
Mitigation for Removals 7
Tree Protection 8
Conclusion **9**
Recommendations **10**
Bibliography **11**
Glossary of Terms **12**
Appendix A: Tree Inventory Map and Proposed Site Plan **14**
Appendix B: Tree Inventory and Assessment Tables **15**

Appendix C: Photographs 17
C1: #303 and #320 17
C2: #301 and #302 18
C3: #318 19
C4: Trees #315 and #316 (Adjacent site) 20
C5: #308 and #314 21
C6: #309, #310 and #311 22
C7: #306, #313, and #307 23
C8: #304 24
C9: #305 25
Appendix D: Tree Protection Guidelines 26
D1: Plan Sheet Detail S-X (Type I) 26
D2: Plan Sheet Detail S-Y (Type III) 27
D3: Section 29.10.1005. - Protection of Trees During Construction 28
Tree Protection Zones and Fence Specifications 28
All persons, shall comply with the following precautions 29
Prohibited Activities 29
Monitoring 30
Root Pruning 30
Boring or Tunneling 30
Tree Pruning and Removal Operations 30
Appendix E: Tree Protection Signs 31
E1: English 31

E2: Spanish.....32
Qualifications, Assumptions, and Limiting Conditions.....33
Certification of Performance.....34

Summary

The applicant is requesting approval for construction of a new single-family residence and site improvements requiring a grading permit on vacant property Zoned R-1:20. APN 529-33-054. The inventory contains twenty (20) trees comprised of eight (8) different species. Six oaks are Large Protected with three originating on the adjacent property and fruit trees #309 and #317 are Exempt. Trees #302, #303, #313, #317, #319, #314, #315, and #316 are not indicated on the plans and #303, #320, #314, #315, and #316 are all located on adjacent properties. Twelve trees are in good condition, three fair, four poor and one coast live oak (#308) is in very poor shape. There are discrepancies between the civil, landscape, and architectural plans. Fifteen trees are to be highly impacted and five moderate to highly depending on their actual location. Tree protection will focus on those located on adjacent sites #314, #315, #316, #303, and #320 and wether or not tree #318 is to be preserved. Trees #314, #315, #316, and #303 need to be located to help determine impacts. The applicant will be required to replace fifteen protected trees according to the ordinance. There were twenty trees appraised for a rounded depreciated value of $235,440.00 ($146,200 are the three blue oaks on the adjacent site).

Introduction

Background

The Town of Los Gatos asked me to assess the site, trees, and proposed footprint plan, and to provide a report with my findings and recommendations to help satisfy planning requirements.

Assignment

- Provide an arborist's report including an assessment of the trees within the project area and on the adjacent sites. The assessment is to include the species, size (trunk diameter), condition (health, structure, and form), and suitability for preservation ratings. Affix number tags on the trees for reference on site and on plans.
- Provide tree protection specifications, guidelines, and impact ratings for those affected by the project.
- Provide appraised values using the Trunk Formula Technique.

Limits of the assignment

- The information in this report is limited to the condition of the trees during my inspection on December 2, 2022. No tree risk assessments were performed.
- Tree heights and canopy diameters are estimates.

- The plans reviewed for this assignment were as follows (Table 1)

Table 1: Plans Reviewed Checklist

Plan	Date	Sheet	Reviewed	Source
Existing Site Topographic				
Proposed Site Plan		A4	Yes	Kohlsaat & Associates
Erosion Control				
Grading and Drainage		C-4	Yes	TS Engineering
Utility Plan and Hook-up locations		C-5	Yes	TS Engineering
Exterior Elevations				
Landscape Plan		A5	Yes	Kohlsaat & Associates
Irrigation Plan				
T-1 Tree Protection Plan				

Purpose and use of the report

The report is intended to identify all the trees within the plan area that could be affected by a project. The report is to be used by the Town of Los Gatos and the property owners as a reference for existing tree conditions to help satisfy planning requirements.

Observations

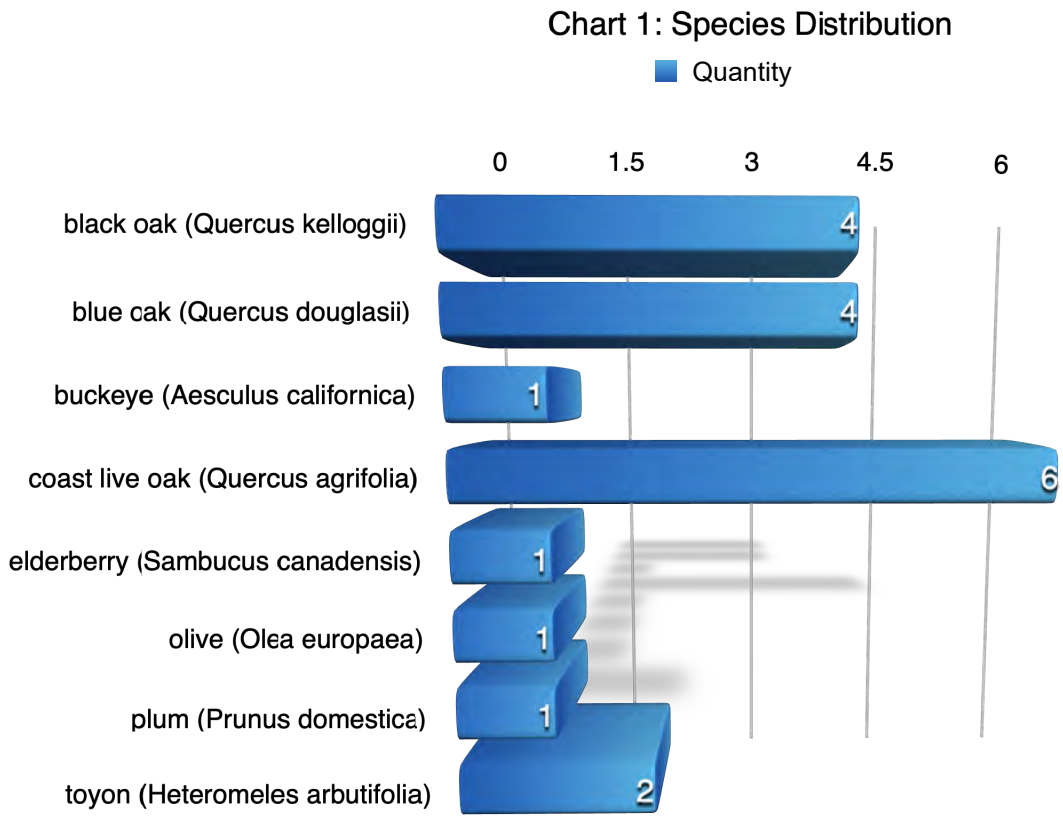
Tree Inventory

The inventory consists of trees protected by the Town of Los Gatos located on site and those in close proximity on neighboring properties. Sec. 29.10.0960. - Scope of protected trees. All trees which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk, when removal relates to any review for which zoning approval or subdivision approval is required. (Appendix A and B). Los Gatos Town Ordinance 29.10.0970 Exceptions (1) states the following: “A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference).

Plans

The applicant is requesting approval for construction of a new single-family residence and site improvements requiring a grading permit on vacant property Zoned R-1:20. APN 529-33-054.

The inventory contains twenty (20) trees comprised of eight (8) different species (Chart 1). Six oaks are considered Large Protected[1] with three of those originating on the adjacent property (blue oaks #314, #15, and #316) and three coast live oaks (#304, #305, and #318) on site. Fruit trees olive #309 and plum #317 are Exempt[2]. Trees #302, #303, #313, #317, #319, #314, #315, and #316 are not indicated on the plans. Trees #303, #320, #314, #315, and #316 are all located on adjacent properties.



[1] Large protected tree means any oak (*Quercus spp.*), California buckeye (*Aesculus californica*), or Pacific madrone (*Arbutus menziesii*) which has a 24-inch or greater diameter (75-inch circumference); or any other species of tree with a 48-inch or greater diameter (150-inch circumference).

[2] A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference).

Analysis

Tree appraisal was performed according to the Council of Tree & Landscape Appraisers *Guide for Plant Appraisal 10th Edition, 2019* (CLTA) along with Western Chapter International Society of Arboriculture *Species Classification and Group Assignment, 2004*. The trees were appraised using the "Cost Approach" and more specifically the "Trunk Formula Technique" (Appendix B).

"Trunk Formula Technique" is calculated as follows: Basic Tree Cost = (Unit tree cost x Appraised trunk area), Appraised Value = (Basic tree cost X functional Limitations (percentage) X Condition (percentage) X External Limitations (percentage)).

The trunk formula valuations are based on four tree factors; size (trunk cross sectional area), condition, functional limitations, and external limitations. There are two steps to determine the overall value. The first step is to determine the "Basic Tree Cost" based on size and unit tree cost. Unit tree cost is calculated by dividing the nursery wholesale cost of a 24 inch box specimen and its replacement size (cost per square inch trunk caliper) which is determined by the *Species Classification and Group Assignment, 2004 Western Chapter Regional Supplement*. The cost of the 24 inch box wholesale specimen was determined through personal communications with BrightView and Normans nurseries in Farmington and Central Wholesale in San Jose for an average of $214.00.

The second part is to depreciate the tree's Basic Cost through an assessment of condition, functional limitations, and external limitations. The condition assessment guidelines and percentages are defined in the "Condition Rating" section of this report. Functional limitations are based on factors associated with the tree's interaction to its planting site that would affect condition, limit development, or reduce the utility in the future and include genetics, placement, and site conditions for the individual tree. External limitations are outside the property, out of control of the owner and also affect condition, limit development, or reduce the utility in the future (i.e power lines, municipal restrictions, drought adaptations, or species susceptibility to pests).

There were twenty trees appraised for a rounded depreciated value of $235,440.00 ($146,200 are the three blue oaks on the adjacent site).

Appraisal worksheets are available upon request.

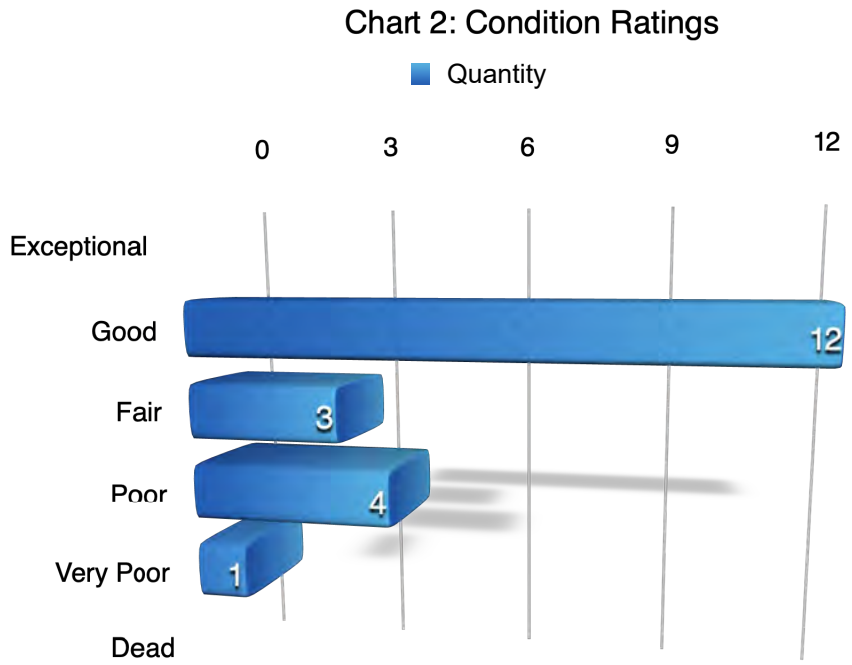
Discussion

Condition Rating

A tree's condition is a determination of its overall health, structure, and form. The assessment considered all three criteria for a combined condition rating.

- 91- 100% - Exceptional = Good health and structure with significant size, location or quality.
- 61-80% - Good = Normal vigor, well-developed structure, function and aesthetics not compromised with good longevity for the site.
- 41-60 % - Fair = Reduced vigor, damage, dieback, or pest problems, at least one significant structural problem or multiple moderate defects requiring treatment. Major asymmetry or deviation from the species normal habit, function and aesthetics compromised.
- 21-40% - Poor = Unhealthy and declining appearance with poor vigor, abnormal foliar color, size or density with potential irreversible decline. One serious structural defect or multiple significant defects that cannot be corrected and failure may occur at any time. Significant asymmetry and compromised aesthetics and intended use.
- 6-20% - Very Poor = Poor vigor and dying with little foliage in irreversible decline. Severe defects with the likelihood of failure being probable or imminent. Aesthetically poor with little or no function in the landscape.
- 0-5% - Dead/Unstable = Dead or imminently ready to fail.

Twelve trees are in good condition, three fair, four poor and one coast live oak (#308) is in very poor shape (Chart 2). The lot and the trees have not been maintained or maintained very well. Several trees #304, #311, and #312 are either topped or poorly maintained to avoid overhead high voltage lines.



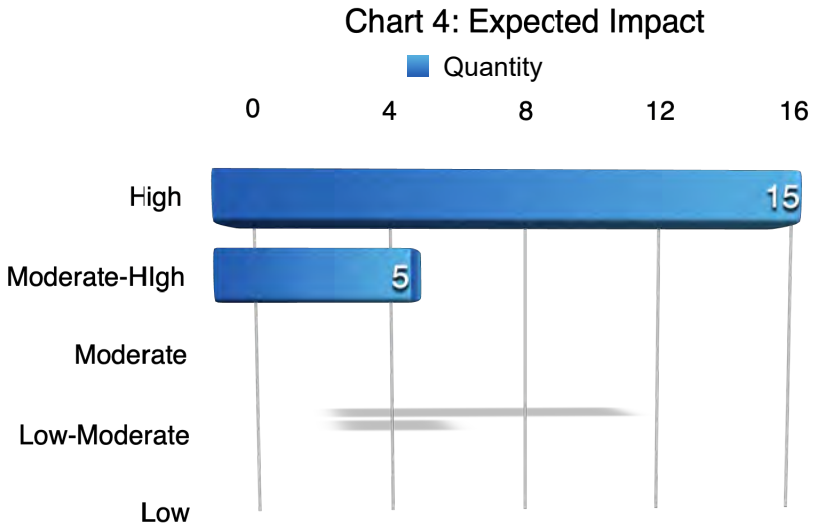
Expected Impact Level

Impact level defines how a tree may be affected by construction activity and proximity to the tree, and is described as low, moderate, or high. The following scale defines the impact rating:

- Low = The construction activity will have little influence on the tree.
- Moderate = The construction may cause future health or structural problems, and steps must be taken to protect the tree to reduce future problems.
- High = Tree structure and health will be compromised and removal is recommended, or other actions must be taken for the tree to remain. The tree is located in the building envelope.

Trees #302, #303, #313, #317, #319, #314, #315, and #316 are not indicated on the plans. There are discrepancies between the civil, landscape, and architectural plans. The architectural plans (A4), landscape plan (A5), civil drawings (C-7) indicate the lower coast live oak #318 is to be retained but the Grading and Drainage Plan C-4 clearly indicates this tree would be highly impacted by the keyway and grading in this area. I believe this tree (#318) is critical for screening. Architectural sheets A4 and A5 also indicate coast live oak #320 is to be removed, however the tree is indicated to be on the adjacent property.

Looking at the civil plans all the trees on site would be required to be removed. The architectural plans indicate #301, #310, and #318 are to be preserved but again are in conflict with the grading and drainage plans. There are five trees that could be moderately impacted located on the adjacent properties which are #314, #315, #316, #303, and #320. Trees #314, #315, #316 will need to be located to obtain exact distances from the excavation to the trees. #303, and #320 are near the road improvements and will need to be preserved. Fifteen trees are to be highly impacted and five moderate to highly (Chart 4).



Mitigation for Removals

The table below indicates the recommended replacement values (Table 2). The applicant will be required to replace fifteen protected trees according to the ordinance. Alternatively it may be possible to create an approved landscape plan or provide an in-lieu payment.

Table 2: Town of Los Gatos Tree Canopy - Replacement Standard

Canopy Size of Removed Tree (1)	Replacement Requirement (2)(4)	Single Family Residential Replacement Option (3)(4)
10 feet or less	Two 24 inch box trees	Two 15 gallon trees
More than 10 feet to 25 feet	Three 24 inch box trees	Three 15 gallon trees
More than 25 feet to 40 feet	Four 24 inch box trees or two 36 inch box trees	Four 15 gallon trees
More than 40 feet to 55 feet	Six 24 inch box trees; or three 36 inch box trees	Not available
Greater than 55 feet	Ten 24 inch box trees; or five 36 inch box trees	Not available

[1]To measure an asymmetrical canopy of a tree, the widest measurement shall be used to determine canopy size.

[2]Often, it is not possible to replace a single large, older tree with an equivalent tree(s). In this case, the tree may be replaced with a combination of both the Tree Canopy Replacement Standard and in-lieu payment in an amount set forth by Town Council resolution paid to the Town Tree Replacement Fund.

[3]Single Family Residential Replacement Option is available for developed single family residential lots under 10,000 square feet that are not subject to the Town's Hillside Development Standards and Guidelines. All 15-gallon trees must be planted on-site. Any in-lieu fees for single family residential shall be based on 24" box tree rates as adopted by Town Council.

[4]Replacement Trees shall be approved by the Town Arborist and shall be of a species suited to the available planting location, proximity to structures, overhead clearances, soil type, compatibility with surrounding canopy and other relevant factors. Replacement with native species shall be strongly encouraged. Replacement requirements in the Hillsides shall comply with the Hillside Development Standards and Guidelines Appendix A and Section 29.10.0987 Special Provisions—Hillsides.

Tree Protection

Typically there are three different tree protection schemes which are called Type I (Appendix D1), Type II and Type III (Appendix D2) trunk protection only. Tree protection focuses on avoiding damage to the roots, trunk, or scaffold branches (Appendix D). The most current accepted method for determining the TPZ is to use a formula based on species tolerance, tree age/vigor, and trunk diameter (Matheny, N. and Clark, J. 1998) (Fite, K, and Smiley, E. T., 2016). Preventing mechanical damage to the trunk from equipment or hand tools can be accomplished by wrapping the main stem with straw wattle or using vertical timbers (Appendix D).

Tree protection will focus on those located on adjacent sites #314, #315, #316, #303, and #320 and wether or not tree #318 is to be preserved. Trees #314, #315, #316, and #303 need to be located to help determine what exactly the impacts are expected. Fence around these trees no closer than six times their trunk diameter distance would likely be adequate. Obtaining eight to ten times the trunk diameter in radius from trees #314, #315, #316 would be ideal.

Conclusion

The applicant is requesting approval for construction of a new single-family residence and site improvements requiring a grading permit on vacant property Zoned R-1:20. APN 529-33-054. The inventory contains twenty (20) trees comprised of eight (8) different species. Six oaks are Large Protected with three originating on the adjacent property (blue oaks #314, #15, and #316) and three coast live oaks (#304, #305, and #318) on site. Fruit trees olive #309 and plum #317 are Exempt. Trees #302, #303, #313, #317, #319, #314, #315, and #316 are not indicated on the plans and #303, #320, #314, #315, and #316 are all located on adjacent properties. Twelve trees are in good condition, three fair, four poor and one coast live oak (#308) is in very poor shape.

There are discrepancies between the civil, landscape, and architectural plans. The architectural plans (A4), landscape plan (A5), civil drawings (C-7) indicate the lower coast live oak #318 is to be retained but the Grading and Drainage Plan C-4 clearly indicates this tree would be highly impacted by the keyway and grading in this area. I believe this tree (#318) is critical for screening. Architectural sheets A4 and A5 also indicate coast live oak #320 is to be removed, however the tree is on the adjacent property. Looking at the civil plans all the trees on site would be required to be removed. The architectural plans indicate #301, #310, and #318 are to be preserved but are in conflict with the grading and drainage plans. There are five trees that could be moderately impacted on the adjacent properties which are #314, #315, #316, #303, and #320. Trees #314, #315, #316 will need to be located to obtain exact distances from the excavation to them. #303, and #320 are near the road improvements and will need to be preserved. Fifteen trees are to be highly impacted and five moderate to highly depending on their actual location.

Tree protection will focus on those located on adjacent sites #314, #315, #316, #303, and #320 and wether or not tree #318 is to be preserved. Trees #314, #315, #316, and #303 need to be located to help determine what exactly the impacts are expected. Fence around these trees no closer than six times their trunk diameter distance would likely be adequate. Obtaining eight to ten times the trunk diameter in radius from trees #314, #315, #316 would be ideal.

The applicant will be required to replace fifteen protected trees according to the ordinance. There were twenty trees appraised for a rounded depreciated value of $235,440.00 ($146,200 are the three blue oaks on the adjacent site).

Recommendations

1. Place tree numbers on all the plans. Make sure the trees are clearly indicated for removal on all the plans. The trees should also be very clearly marked on site prior to removal.

2. Locate trees #302, #303, #313, #317, #319, #314, #315, and #316 on the plans.

3. Coordinate trees to be preserved or removed between the civil engineer and architect (#301, #310, #318, #320).

4. Place tree protection fence at least eight times the trunk diameter distance from the trunks of trees to be retained.

5. Install temporary irrigation or soaker hoses in all tree protection zones and provide supplemental watering during construction within all TPZ areas. Monitor watering times or amounts to ensure adequate soil saturation. (A 5/8" soaker hose requires about 200 minutes to deliver one inch of water to a garden. This number is affected by the length of the hose and the overall rate of flow from the faucet. A good rule of thumb is to expect about ½ GPM as a standard faucet flow rate.). Infrequent deeper watering is preferred.

6. All tree maintenance and care shall be performed by a qualified arborist with a C-61/D-49 California Contractors License. Tree maintenance and care shall be specified in writing according to American National Standard for Tree Care Operations: *Tree, Shrub and Other Woody Plant Management: Standard Practices* parts 1 through 10 and adhere to ANSI Z133.1 safety standards and local regulations. All maintenance is to be performed according to ISA Best Management Practices.

7. Refer to Appendix D for general tree protection guidelines including recommendations for arborist assistance while working under trees, trenching, or excavation within a trees drip line or designated TPZ/CRZ.

8. Place all the tree protection fence locations and guidelines on the plans including the grading, drainage, and utility plans. Alternatively create a separate plan sheet that includes all three protection measures labeled "T-1 Tree Protection Plan."

9. Provide a copy of this report to all contractors and project managers, including the architect, civil engineer, and landscape designer or architect. It is the responsibility of the owner to ensure all parties are familiar with this document.

10. Arrange a pre-construction meeting with the project arborist or landscape architect to verify tree protection is in place, with the correct materials, and at the proper distances.

Bibliography

American National Standard for Tree Care Operations: Tree, Shrub and Other Woody Plant Management : Standard Practices (Management of Trees and Shrubs During Site Planning, Site Development, and Construction)(Part 5). Londonderry, NH: Secretariat, Tree Care Industry Association, 2019. Print.

Fite, Kelby, and Edgar Thomas. Smiley. *Managing trees during construction*, second edition. Champaign, IL: International Society of Arboriculture, 2016.

ISA. *Guide For Plant Appraisal 9th Edition*. Savoy, IL: International Society of Arboriculture, 2000. Print.

ISA. *Guide For Plant Appraisal 10th Edition*. Savoy, IL: International Society of Arboriculture, 2018. Print.

ISA. Species Classification and Group Assignment, 2004 Western Chapter Regional Supplement. Western Chapter ISA

Matheny, Nelda P., Clark, James R. Trees and development: A technical guide to preservation of trees during land development. Bedminster, PA: International Society of Arboriculture 1998.

Smiley, E, Matheny, N, Lilly, S, ISA. *Best Management Practices: Tree Risk Assessment:* International Society of Arboriculture, 2017. Print

Glossary of Terms

Basic Tree Cost: The cost of replacement for a perfect specimen of a particular species and cross sectional area prior to location and condition depreciation.

Cost Approach: An indication of value by adding the land value to the depreciated value of improvements.

Defect: An imperfection, weakness, or lack of something necessary. In trees defects are injuries, growth patterns, decay, or other conditions that reduce the tree's structural strength.

Diameter at breast height (DBH): Measures at 1.4 meters (4.5 feet) above ground in the United States, Australia (arboriculture), New Zealand, and when using the Guide for Plant Appraisal, 9th edition; at 1.3 meters (4.3 feet) above ground in Australia (forestry), Canada, the European Union, and in UK forestry; and at 1.5 meters (5 feet) above ground in UK arboriculture.

Drip Line: Imaginary line defined by the branch spread or a single plant or group of plants. The outer extent of the tree crown.

Form: describes a plant's habit, shape or silhouette defined by its genetics, environment, or management.

Health: Assessment is based on the overall appearance of the tree, its leaf and twig growth, and the presence and severity of insects or disease.

Mechanical damage: Physical damage caused by outside forces such as cutting, chopping or any mechanized device that may strike the tree trunk, roots or branches.

Scaffold branches: Permanent or structural branches that for the scaffold architecture or structure of a tree.

Straw wattle: also known as straw worms, bio-logs, straw noodles, or straw tubes are man made cylinders of compressed, weed free straw (wheat or rice), 8 to 12 inches in diameter and 20 to 25 feet long. They are encased in jute, nylon, or other photo degradable materials,
and have an average weight of 35 pounds.

Structural evaluation: focused on the crown, trunk, trunk flare, above ground roots and the site conditions contributing to conditions and/or defects that may contribute to failure.

Tree Protection Zone (TPZ): Defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, especially during construction or development.

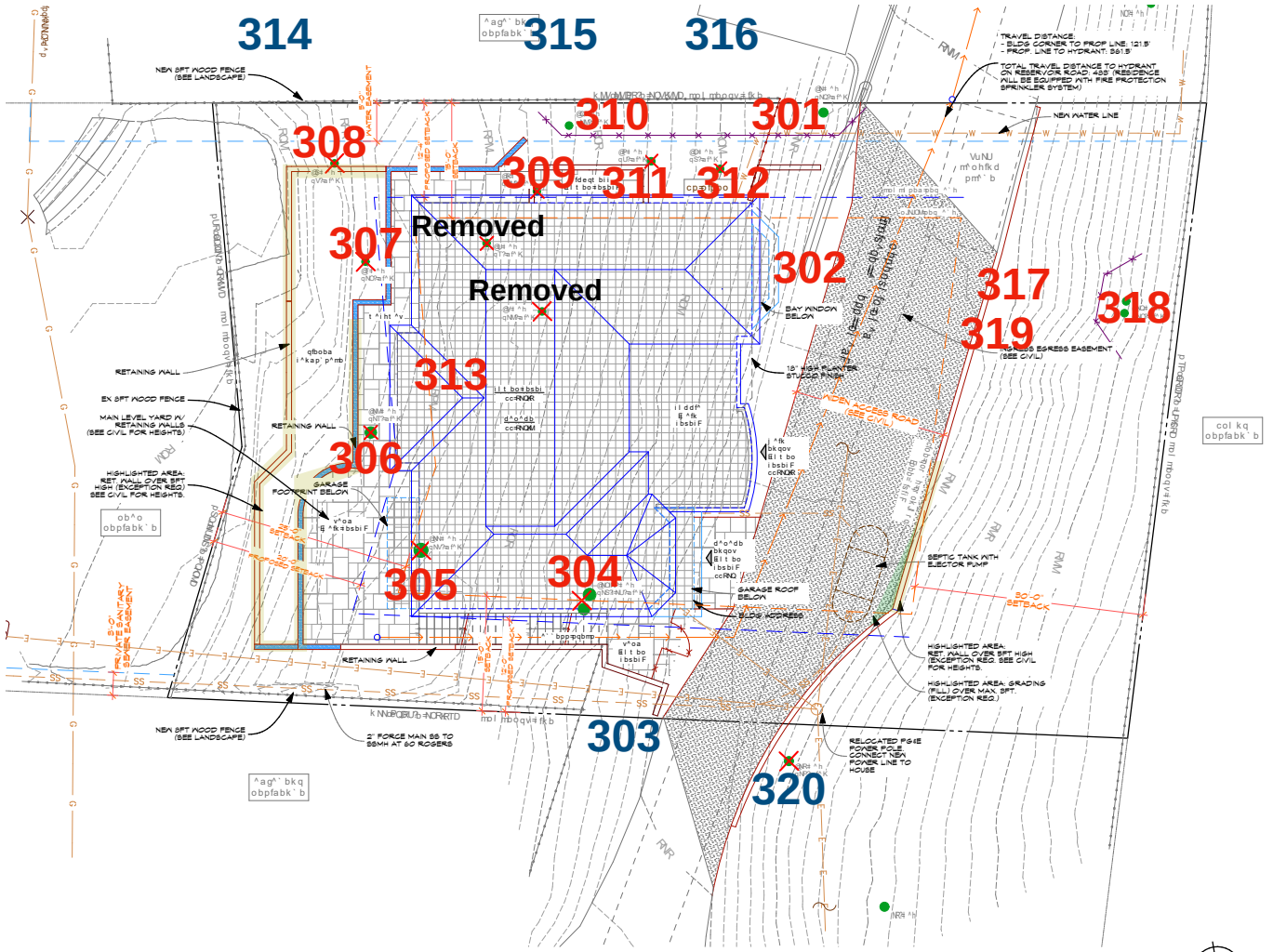
Tree Risk Assessment: Process of evaluating what unexpected things could happen, how likely it is, and what the likely outcomes are. In tree management, the systematic process to determine the level of risk posed by a tree, tree part, or group of trees.

Trunk: Stem of a tree.

Trunk Formula Technique: Method to appraise the monetary value of trees considered too large to be replaced with nursery or field grown stock. Based on developing a representative unit cost for replacement with the same or comparable species of the same size and in the same place, subject to depreciation for various factors. Contrast with replacement cost method.

Volunteer: A tree, not planted by human hands, that begins to grow on residential or commercial property. Unlike trees that are brought in and installed on property, volunteer trees usually spring up on their own from seeds placed onto the ground by natural causes or accidental transport by people. Normally, volunteer trees are considered weeds and removed, but many desirable and attractive specimens have gone on to become permanent residents on many public and private grounds.

Appendix A: Tree Inventory Map and Proposed Site Plan



Appendix B: Tree Inventory and Assessment Tables

Table 3: Inventory and Assessment Summary

Tree Species	I.D. #	Trunk Diameter (in.)	~ Canopy Diameter (ft.)	Condition/ Percent	Expected Impact	Protection Status	Rounded Depreciated Value	Tree Protection Radii (8X DBH ft.)
black oak (*Quercus kelloggii*)	301	18	35	Fair/50%	High	Protected	$10,900.00	12
toyon (*Heteromeles arbutifolia)*	302	4, 3	8	Good/70%	High	Protected	$1,270.00	3
buckeye (*Aesculus californica*)	303	5	10	Good/70%	Moderate-High	Protected	$670.00	3
coast live oak (*Quercus agrifolia*)	304	19, 20	35	Poor/30%	High	Large Protected	$9,400.00	19
coast live oak (*Quercus agrifolia*)	305	26	35	Fair/50%	High	Large Protected	$13,400.00	17
black oak (*Quercus kelloggii*)	306	18	25	Good/70%	High	Protected	$15,300.00	12
blue oak (*Quercus douglasii*)	307	12	20	Fair/50%	High	Protected	$4,860.00	8
coast live oak (*Quercus agrifolia*)	308	12	20	Very poor	High	Protected	$860.00	8
olive (*Olea europaea*)	309	10	20	Good/70%	High	Exempt	$2,790.00	7
coast live oak (*Quercus agrifolia*)	310	10	20	Poor/30%	High	Protected	$1,190.00	7
black oak (*Quercus kelloggii*)	311	10	10	Poor/30%	High	Protected	$2,020.00	7

Tree Species	I.D. #	Trunk Diameter (in.)	~ Canopy Diameter (ft.)	Condition/ Percent	Expected Impact	Protection Status	Rounded Depreciated Value	Tree Protection Radii (8X DBH ft.)
black oak (*Quercus kelloggii*)	312	6	10	Poor/30%	High	Protected	$730.00	4
toyon (*Heteromeles arbutifolia)*	313	5	10	Good/70%	High	Protected	$1,270.00	3
blue oak (*Quercus douglasii*)	314	36	45	Good/70%	Moderate-High	Large Protected	$61,200.00	24
blue oak (*Quercus douglasii*)	315	30	45	Good/70%	Moderate-High	Large Protected	$42,500.00	20
blue oak (*Quercus douglasii*)	316	30	45	Good/70%	Moderate-High	Large Protected	$42,500.00	20
plum (*Prunus domestica*)	317	4, 4	15	Good/70%	High	Exempt	$940.00	4
coast live oak (*Quercus agrifolia*)	318	14, 18	35	Good/70%	High	Large Protected	$14,700.00	15
elderberry (*Sambucus canadensis*)	319	4, 4	15	Good/70%	High	Protected	$940.00	4
coast live oak (*Quercus agrifolia*)	320	17	35	Good/70%	Moderate-High	Protected	$8,000.00	11

Appendix C: Photographs

C1: #303 and #320



C2: #301 and #302



C3: #318



C4: Trees #315 and #316 (Adjacent site)



C5: #308 and #314



C6: #309, #310 and #311



C7: #306, #313, and #307



C8: #304

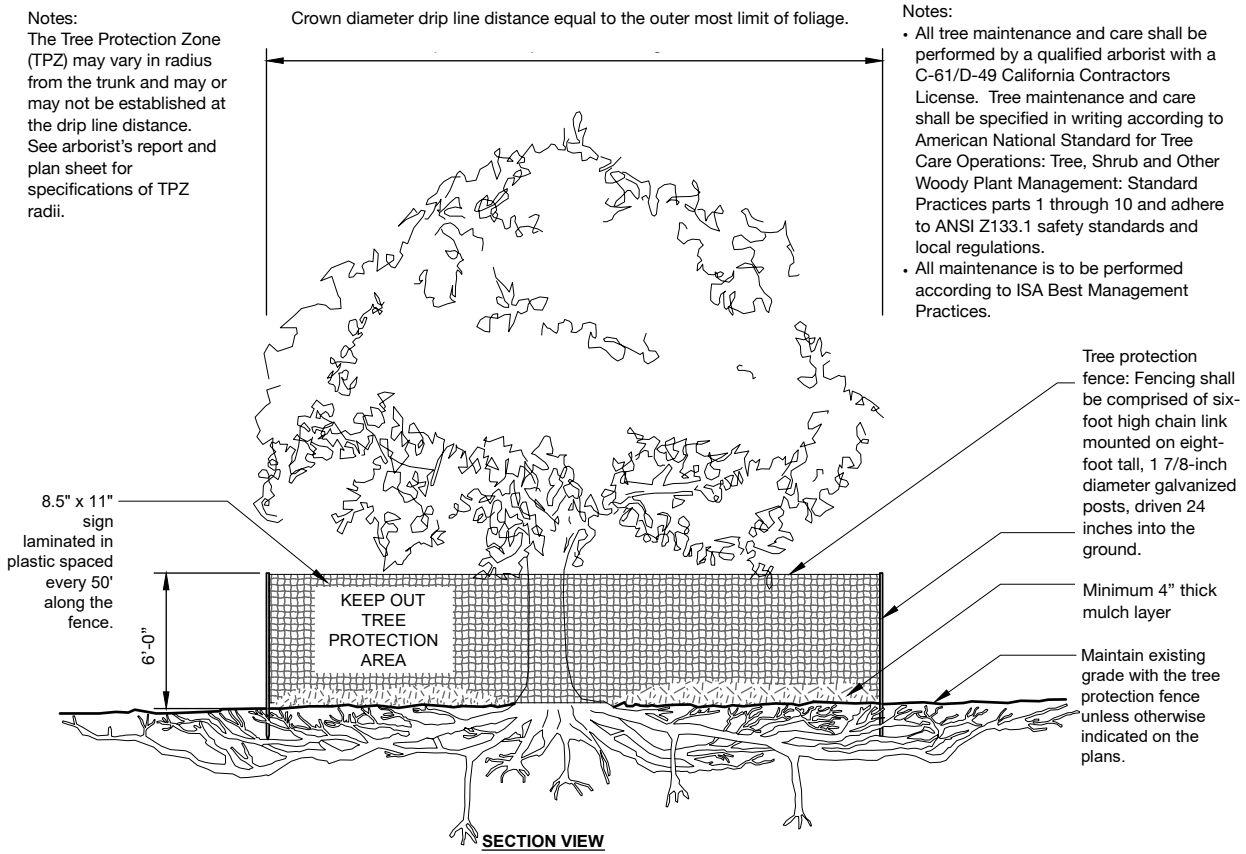


C9: #305



Appendix D: Tree Protection Guidelines

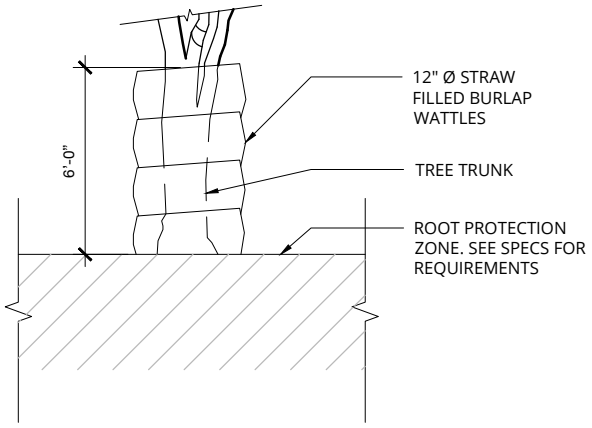
D1: Plan Sheet Detail S-X (Type I)



S-X TREE PROTECTION

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
Modified by Monarch Consulting Arborists LLC, 2019

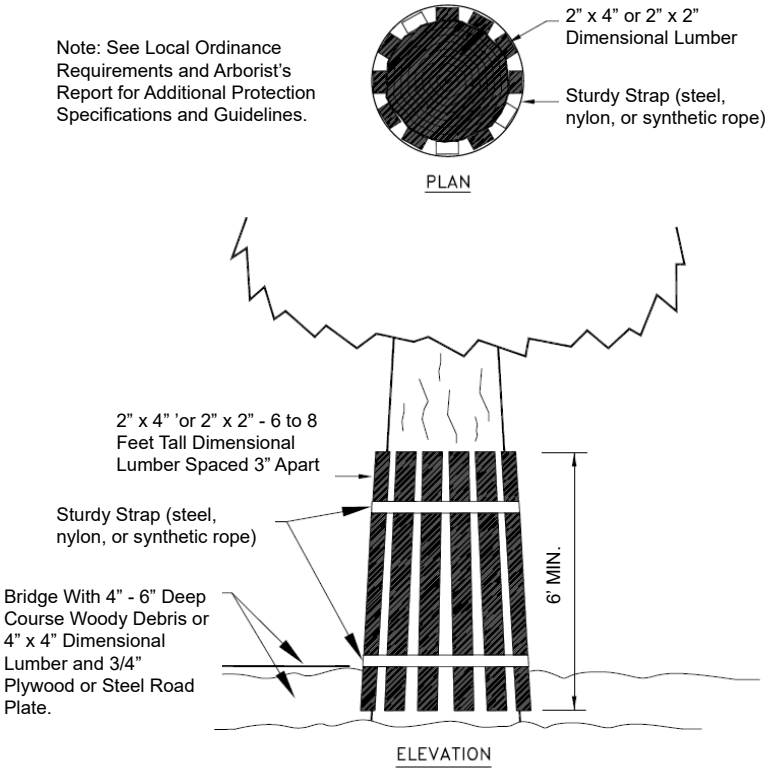
D2: Plan Sheet Detail S-Y (Type III)



SECTION VIEW

S-Y TRUNK PROTECTION WITH WATTLE

Note: See Local Ordinance Requirements and Arborist's Report for Additional Protection Specifications and Guidelines.



Trunk Protection Vertical Timber Detail

D3: Section 29.10.1005. - Protection of Trees During Construction

Tree Protection Zones and Fence Specifications

1. **Size and materials:** Six (6) foot high chain link fencing, mounted on two-inch diameter galvanized iron posts, shall be driven into the ground to a depth of at least two (2) feet at no more than ten-foot spacing. For paving area that will not be demolished and when stipulated in a tree preservation plan, posts may be supported by a concrete base.
2. **Area type to be fenced:** Type I: Enclosure with chain link fencing of either the entire dripline area or at the tree protection zone (TPZ), when specified by a certified or consulting arborist. Type II: Enclosure for street trees located in a planter strip: chain link fence around the entire planter strip to the outer branches. Type III: Protection for a tree located in a small planter cutout only (such as downtown): orange plastic fencing shall be wrapped around the trunk from the ground to the first branch with two-inch wooden boards bound securely on the outside. Caution shall be used to avoid damaging any bark or branches.
3. **Duration of Type I, II, III fencing:** Fencing shall be erected before demolition, grading or construction permits are issued and remain in place until the work is completed. Contractor shall first obtain the approval of the project arborist on record prior to removing a tree protection fence.
4. **Warning Sign:** Each tree fence shall have prominently displayed an eight and one-half-inch by eleven-inch sign stating: "Warning —Tree Protection Zone—This fence shall not be removed and is subject to penalty according to Town Code 29.10.1025.” Text on the signs should be in both English and Spanish (Appendix E).

All persons, shall comply with the following precautions

1. Prior to the commencement of construction, install the fence at the dripline, or tree protection zone (TPZ) when specified in an approved arborist report, around any tree and/or vegetation to be retained which could be affected by the construction and prohibit any storage of construction materials or other materials, equipment cleaning, or parking of vehicles within the TPZ. The dripline shall not be altered in any way so as to increase the encroachment of the construction.
2. Prohibit all construction activities within the TPZ, including but not limited to: excavation, grading, drainage and leveling within the dripline of the tree unless approved by the Director.
3. Prohibit disposal or depositing of oil, gasoline, chemicals or other harmful materials within the dripline of or in drainage channels, swales or areas that may lead to the dripline of a protected tree.
4. Prohibit the attachment of wires, signs or ropes to any protected tree.
5. Design utility services and irrigation lines to be located outside of the dripline when feasible.
6. Retain the services of a certified or consulting arborist who shall serve as the project arborist for periodic monitoring of the project site and the health of those trees to be preserved. The project arborist shall be present whenever activities occur which may pose a potential threat to the health of the trees to be preserved and shall document all site visits.
7. The Director and project arborist shall be notified of any damage that occurs to a protected tree during construction so that proper treatment may be administered.

Prohibited Activities

The following are prohibited activities within the TPZ:

- Grade changes (e.g. soil cuts, fills);
- Trenches;
- Root cuts;
- Pedestrian and equipment traffic that could compact the soil or physically damage roots;
- Parking vehicles or equipment;
- Burning of brush and woody debris;
- Storing soil, construction materials, petroleum products, water, or building refuse; and,
- Disposing of wash water, fuel or other potentially damaging liquids.

Monitoring

Any trenching, construction or demolition that is expected to damage or encounter tree roots should be monitored by the project arborist or a qualified ISA Certified Arborist and should be documented.

The site should be evaluated by the project arborist or a qualified ISA Certified Arborist after construction is complete, and any necessary remedial work that needs to be performed should be noted.

Root Pruning

Roots greater than two inches in diameter shall not be cut. When roots over two inches in diameter are encountered and are authorized to be cut or removed, they should be pruned by hand with loppers, handsaw, reciprocating saw, or chain saw rather than left crushed or torn. Roots should be cut beyond sinker roots or outside root branch junctions and be supervised by the project arborist. When completed, exposed roots should be kept moist with burlap or backfilled within one hour.

Boring or Tunneling

Boring machines should be set up outside the drip line or established Tree Protection Zone. Boring may also be performed by digging a trench on both sides of the tree until roots one inch in diameter are encountered and then hand dug or excavated with an Air Spade® or similar air or water excavation tool. Bore holes should be adjacent to the trunk and never go directly under the main stem to avoid oblique (heart) roots. Bore holes should be a minimum of three feet deep.

Tree Pruning and Removal Operations

All tree pruning or removals should be performed by a qualified arborist with a C-61/D-49 California Contractors License. Treatment, including pruning, shall be specified in writing according to the most recent ANSI A-300A Standards and Limitations and performed according to ISA Best Management Practices while adhering to ANSI Z133.1 safety standards. Trees that need to be removed or pruned should be identified in the pre-construction walk through.

Appendix E: Tree Protection Signs

E1: English

Warning
Tree Protection Zone

This Fence Shall Not Be Removed
And Is Subject To Penalty According To
Town Code 29.10.1025

E2: Spanish

Cuidado
Zona De Arbol Pretejido

Esta valla no podrán ser sacados
Y está sujeta a sanción en función de
Código Ciudad del 29.101025

Qualifications, Assumptions, and Limiting Conditions

Any legal description provided to the consultant is assumed to be correct. Any titles or ownership of properties are assumed to be good and marketable. All property is appraised or evaluated as though free and clear, under responsible ownership and competent management.

All property is presumed to be in conformance with applicable codes, ordinances, statutes, or other regulations.

Care has been taken to obtain information from reliable sources. However, the consultant cannot be responsible for the accuracy of information provided by others.

The consultant shall not be required to give testimony or attend meetings, hearings, conferences, mediations, arbitration, or trials by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services.

This report and any appraisal value expressed herein represent the opinion of the consultant, and the consultant's fee is not contingent upon the reporting of a specified appraisal value, a stipulated result, or the occurrence of a subsequent event.

Sketches, drawings, and photographs in this report are intended for use as visual aids, are not necessarily to scale, and should not be construed as engineering or architectural reports or surveys. The reproduction of information generated by architects, engineers, or other consultants on any sketches, drawings, or photographs is only for coordination and ease of reference. Inclusion of said information with any drawings or other documents does not constitute a representation as to the sufficiency or accuracy of said information.

Unless otherwise expressed: a) this report covers only examined items and their condition at the time of inspection; and b) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, expressed or implied, that structural problems or deficiencies of plants or property may not arise in the future.

Certification of Performance

I Richard Gessner, Certify:

That I have personally inspected the tree(s) and/or the property referred to in this report, and have stated my findings accurately. The extent of the evaluation and/or appraisal is stated in the attached report and Terms of Assignment;

That I have no current or prospective interest in the vegetation or the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That the analysis, opinions and conclusions stated herein are my own;

That my analysis, opinions, and conclusions were developed and this report has been prepared according to commonly accepted Arboricultural practices;

That no one provided significant professional assistance to the consultant, except as indicated within the report.

That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party, nor upon the results of the assessment, the attainment of stipulated results, or the occurrence of any other subsequent events;

I further certify that I am a Registered Consulting Arborist® with the American Society of Consulting Arborists, and that I acknowledge, accept and adhere to the ASCA Standards of Professional Practice. I am an International Society of Arboriculture Board Certified Master Arborist®. I have been involved with the practice of Arboriculture and the care and study of trees since 1998.

Richard J. Gessner



ASCA Registered Consulting Arborist® #496
ISA Board Certified Master Arborist® WE-4341B

Copyright

© Copyright 2022, Monarch Consulting Arborists LLC. Other than specific exception granted for copies made by the client for the express uses stated in this report, no parts of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, recording, or otherwise without the express, written permission of the author.

Story Poles installed at 45 Reservoir Road – AS No.: S22-048





EXHIBIT 9







This Page Intentionally Left Blank



On private road approaching lot (building envelope on left side)



On private road (building envelope on right side), pillars mark the edge of property



On private road, building pad on left side, road cut on the right



Looking downhill from private road



Left over retaining walls at rear yard

This Page Intentionally Left Blank

Paul and Pamela Paspa
[redacted]
Los Gatos, CA. 95030

RECEIVED
MAY 25 2023
TOWN OF LOS GATOS
PLANNING DIVISION

May 20, 2023

Sean Mullin
Senior Planner, Los Gatos Planning Department
110 E Main St.
Los Gatos, CA 95030

Dear Sean,

I wanted to follow up our earlier conversation with a letter summarizing the conversations I had with yourself and Gary Kohlsaat, the architect for the proposed development at 45 Reservoir Road. I discussed everything with my wife and there are a couple points I hope you consider as the project moves through the planning and building approval processes.

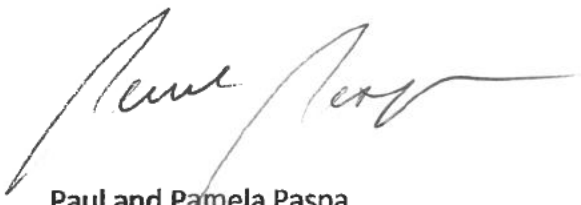
In terms of the house design our only takeaway is the project is oversize for the lot. I think it should be implicit when anyone purchases a small property that they should expect to build a home that is proportional to the property and complies with local code. Instead the plans are for a substantial home with and ADU that exceeds the required setbacks on at least 3 sides and possibly height too. I told Gary the size of the home and setbacks are mostly a concern for the adjacent neighbors and do not directly impact us so not something I will 'complain' about, but something I think should be considered with any other feedback you receive.

What does concern us is the project is large and challenging due to assess via the private drive with little to no parking on the property for construction vehicles. The required excavation, trucking of materials in and out for construction of retaining walls, foundation, and concrete work will all negatively impact everyone that lives along the private drive for a long time. Trucking dirt off site alone will require between 70-80 trips for large dump trucks to haul off dirt. Then importing concrete, gravel, lumber and other building materials will likely double or triple that number of trucking trips. That's a lot of traffic for a very small road and property and will impact everyone with noise, dust, and traffic. I discussed this with Gary he understood this would be a unique issue due to the property size and location and at the time Gary didn't have an answer as to how the owners planned to manage this and only said it would be something to discuss with the contractors. I told him I disagreed with that approach as contractors will do what's easiest to get their jobs done and not necessarily what works best for the people living in the area. I had a similar issue when I built our home 20+ years ago and personally had to be on top of the workers on a daily basis or they would park anywhere that was convenient, even blocking the public road and/or private drive. I'd urge you, due to the access and location, that

you make it a condition of approval that the application include a clearly stated plan for how vehicles should enter and leave the jobsite, and where builders are allowed park their vehicles if there is insufficient parking available on the construction site. The private drive should not be blocked for any extended periods of time or double as a contractor parking lot while the work is performed.

And the last thing I'd ask is there should be an understanding that any damage or wear and tear to properties or landscaping from all the vehicle traffic through the properties along the private drive be mitigated and repaired within a defined period of time after occupancy is granted. The private drive was just resurfaced less than a year ago and I expect after this project the resurfacing may need to be redone to restore it to the current condition.

Best regards,



Paul and Pamela Paspa
[redacted]







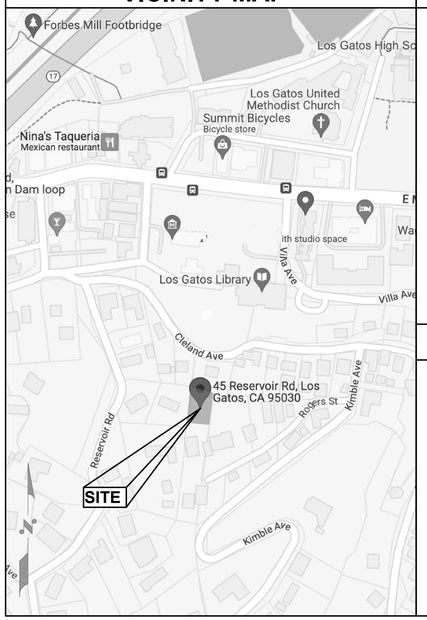
ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD

LOS GATOS, CA 95030

VICINITY MAP



PROJECT DIRECTORY

PROPERTY OWNER:
FARNAZ AGAHIAN
1558 THORNBRIAR DRIVE
SAN JOSE, CA 95131
TEL: (408) 234-5780

ARCHITECT:
KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVENUE, SUITE L
LOS GATOS, CA 95030
TEL: (408) 395-2555

CIVIL ENGINEERING:
HANNA-BRUNETTI
1651 EISLEBERRY STREET
GILROY, CA 95020
TEL: (408) 842-2173

SURVEYOR:
HANNA-BRUNETTI
1651 EISLEBERRY STREET
GILROY, CA 95020
TEL: (408) 842-2173

SCOPE OF WORK

SITE AND ARCHITECTURAL DEVELOPMENT ON AN EXISTING VACANT R1-20 ZONED LOT (HILLSIDE OVERLAY).

WORK TO INCLUDE:
BUILDINGS:
1. CONSTRUCTION OF A NEW RESIDENCE WITH AN ATTACHED ACCESSORY DWELLING UNIT, AN ATTACHED GARAGE AND BELOW GRADE BASEMENT.
2. COVERED DECK
3. EGRESS, VENTILATION WELLS AND ACCESS STAIRS.

SITE IMPROVEMENTS (REFER TO CIVIL PLANS):
1. MODIFY EXISTING PRIVATE ROAD TO PROVIDE PARKING AND FIRE TRUCK TURN-AROUND.
2. SITE RETAINING WALLS AND PAVED YARDS
3. UTILITY TRENCHING AND CONNECTIONS
4. TREE REMOVAL AND NEW TREE PLANTING

FIRE / BUILDING NOTES

• FIRE SPRINKLERS: An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings as follows: In all new one- and two-family dwellings and in existing one- and two-family dwellings when additions are made that increase the building area to more than 3,600 square feet. Note: The owner(s), occupant(s) and any contractor(s) or subcontractor(s) are responsible for consulting with the water purveyor of record in order to determine if any modification or upgrade of the existing water service is required. A State of California Licensed (C-16) Fire Protection Contractor shall submit plans, calculations, a completed permit application and appropriate fees to this department for review and approval prior to beginning their work. CRC Sec. 313.2 as adopted and amended by LGTC.

• WATER SUPPLY REQUIREMENTS: Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requiremeTnts of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2016 CFC Sec. 903.3.5 and Health and Safety Code 13114.7

• ADDRESS IDENTIFICATION: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. (CFC Sec. 505.1).

• EMERGENCY GATE/ACCESS GATE REQUIREMENTS: Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. Knox Key-switch is required for the automatic gate.

• FIRE APPARATUS (ENGINE) ACCESS DRIVEWAY REQUIRED: Provide an access driveway with a paved all weather surface, a minimum unobstructed width of 12 feet, vertical clearance of 13 feet 6 inches, minimum circulating turning radius of 36 feet outside and 23 feet inside, and a maximum slope of 15%. Installations shall conform to the Fire Department Standard Details Specifications D-1 and CFC Section 503.

• CONSTRUCTION SITE FIRE SAFETY: All construction site must comply with applicable provisions of the CFC chapter 33 and County of Santa Clara Standard Detail and Specification S1-7.

• REACH CODE COMPLIANCE: This residence will comply with the town's electric appliance, electric vehicle and energy storage system requirements in accordance with town code section 6.70.020 and 6.120.020.

PROJECT DATA

PROJECT ADDRESS:	45 RESERVOIR ROAD LOS GATOS, CA 95030
APN#:	529-33-054
ZONING:	R-1-20 (IN HILLSIDE OVERLAY)
OCCUPANCY GROUP:	R-3, U
CONSTRUCTION TYPE:	V-B
AVERAGE LOT SLOPE:	28% (SEE SLOPE CALCS. ON CIVIL PLANS)
GROSS & NET SITE AREA:	10,000SF GROSS, 4,600SF NET (SEE CALCS BELOW)
STORIES:	NEW (2) STORY RESIDENCE NEW ATTACHED ACCESSORY DWELLING UNIT ATTACHED GARAGE BELOW GRADE BASEMENT
PARKING:	2 COVERED SPACES, 1 UNCOVERED SPACE
FIRE SPRINKLER:	WILL PROVIDE

REDUCTION OF NET SITE AREA ON SLOPING LOT
(50% PLUS 3% FOR EACH 1% OF SLOPE OVER 20%)
USING AVERAGE SLOPE OF 28%:
-> 30% + 24% = 54% REDUCTION

NET LOT AREA:
GROSS LOT AREA - REDUCTION %
10,000SF * (1-54%) = 4,600SF

ALLOWABLE FAR
= 0.40 - [(A-.2)/3 X 0.05]
= 0.4 - 0.0433
= 0.3567

ALLOWABLE FLOOR AREA:
NET LOT AREA * FAR
= 4,600SF * 0.3567
= 1640.82SF

FLOOR AREAS:

	FLOOR AREA (A)	EXCLUSION (B)	(A) + (B)
MAIN FLOOR	1,327 SF		1,327 SF
LOWER FLOOR	313 SF	1287 SF (1)	1,600 SF
GARAGE	0 SF	338SF (1)	
		169 + 635F (2)	804 SF
SUB-TOTAL	1,640 SF		3,431 SF
ADU	516 SF		516 SF
TOTAL FLOOR AREAS	2,156 SF		4,007 SF

* EXCLUSIONS:
(1) BELOW GRADE BASEMENT AREA
(2) GARAGE EXEMPTION UP TO 400SF

STRUCTURAL COVERAGE:

RESIDENCE + ADU + GARAGE	2,156 SF	
PATIOS, BALCONIES (OUTSIDE RESIDENCE FOOTPRINT)	143 SF	
TOTAL	2,343 SF	= 23.43%

SHEET INDEX

A-1	COVER SHEET
A-2	NEIGHBORHOOD SITE PLAN
A-3	DEMO/EXISTING SITE PLAN
A-4	ARCHITECTURAL SITE PLAN
A-5	PRELIMINARY LANDSCAPE PLAN
A-6	LOWER LEVER FLOOR PLAN
A-7	MAIN LEVEL FLOOR PLAN
A-8	ROOF PLAN
A-9	ELEVATIONS
A-10	ELEVATIONS
A-11	SECTIONS
A-12	VISIBILITY STUDY
A-13	VISIBILITY STUDY
A-14	SHADON STUDIES
C-1	CIVIL COVER SHEET
C-2	BLUEPRINT FOR A CLEAN BAY
C-3	EXISTING TOPO SURVEY & DEMO PLAN
C-4	GRADING AND DRAINAGE PLAN
C-5	UTILITY PLAN
C-6	UTILITY PLAN
C-7	CROSS SECTIONS & DETAILS
C-8	EROSION CONTROL PLAN

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA. • 95030 • (408) 395-2555

ARCHITECTURE AND SITE APPLICATION FOR
THE AGAHIAN RESIDENCE
45 RESERVOIR ROAD LOS GATOS, CA 95030

COVER SHEET

DATE: 11/08/22

SCALE: AS SHOWN

SHEET
A-1
1 OF -

EXHIBIT 12

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

RESERVOIR ROAD

79 RESERVOIR ROAD
R-1-20
(24084sf)

49 RESERVOIR ROAD
R-1-20

39 RESERVOIR ROAD
R-1D
(16100sf)

25 RESERVOIR ROAD
R-1D
(11900sf)

11 RESERVOIR ROAD
R-1D
(10180sf)

9 RESERVOIR ROAD
R-1D
(16117sf)

81 RESERVOIR ROAD
R-1-20
(60600sf)

47 RESERVOIR ROAD
R-1-20
(19150sf)

54 CLELAND AVE
R-1D

56 CLELAND AVE
R-1D
(9580sf)

CLELAND AVE

55 ROGERS ST
R-1-20
(10000SF)

60 ROGERS ST
R-1-20
(15500SF)

SITE ENTRANCE R

SITE ENTRANCE R

NEW FIRE TRUCK TURN-AROUND

80 CLELAND AVE
R-1D
(15600sf)

60 KIMBLE AVE
R-1-10
(10562sf)

36 ROGERS ST
R-1-10
(39472sf)

PRIVATE ROAD

56 KIMBLE AVE
R-1-10
(9000sf)

90 CLELAND AVE
R-1D
(19000sf)

26 ROGERS ST
R-1-10
(17,275 sf)

103 CLELAND AVE
R-1D
(9600sf)

50 KIMBLE AVE
R-1-10
(7188sf)

ROGERS ST

KIMBLE AVE

24 ROGERS ST
R-1-10

109 CLELAND AVE
R-1D

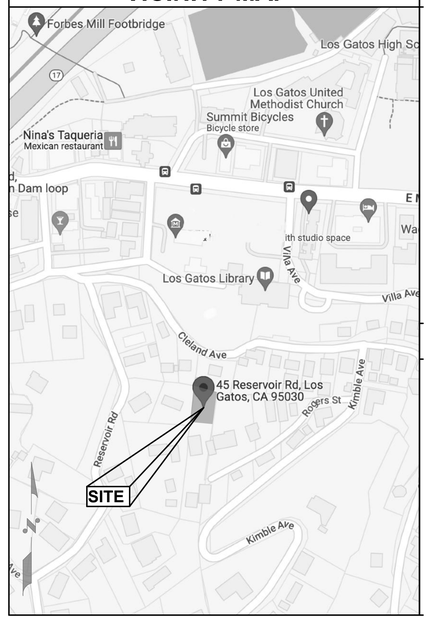
38 KIMBLE AVE
R-1-10
(7300sf)

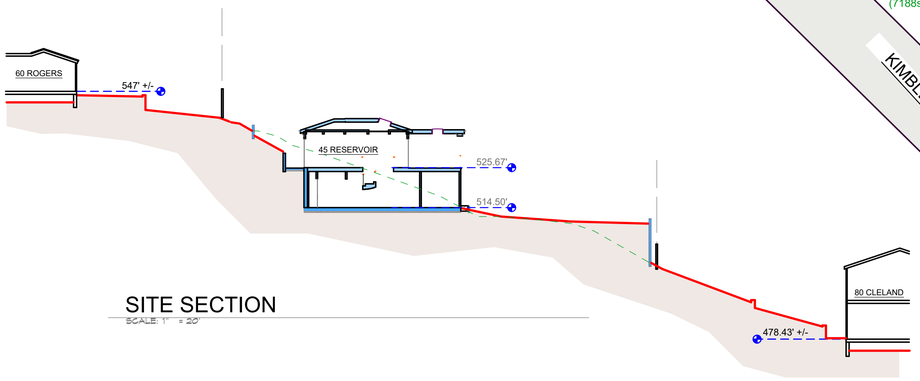
114 CLELAND AVE
R-1D

120 CLELAND AVE
R-1D
(8190sf)

34 KIMBLE AVE
R-1-10
(9200sf)

VICINITY MAP





SITE SECTION
SCALE: 1" = 20'

NEIGHBORHOOD SITE PLAN
SCALE: 1" = 40'

N

LEGEND

LABEL
ADDRESS:
ZONING:
(LOT SIZE)

R-1D (MIN. SIZE LOT 8000SF)
SETBACK
FRONT 15FT
SIDE 5FT
REAR 20FT

R-1-10 (MIN. SIZE LOT 10,000SF)
SETBACK
FRONT 25FT
SIDE 10FT
REAR 20FT

R-1-20 (MIN. SIZE LOT 20,000SF)
SETBACK
FRONT 30FT
SIDE 15FT
REAR 25FT

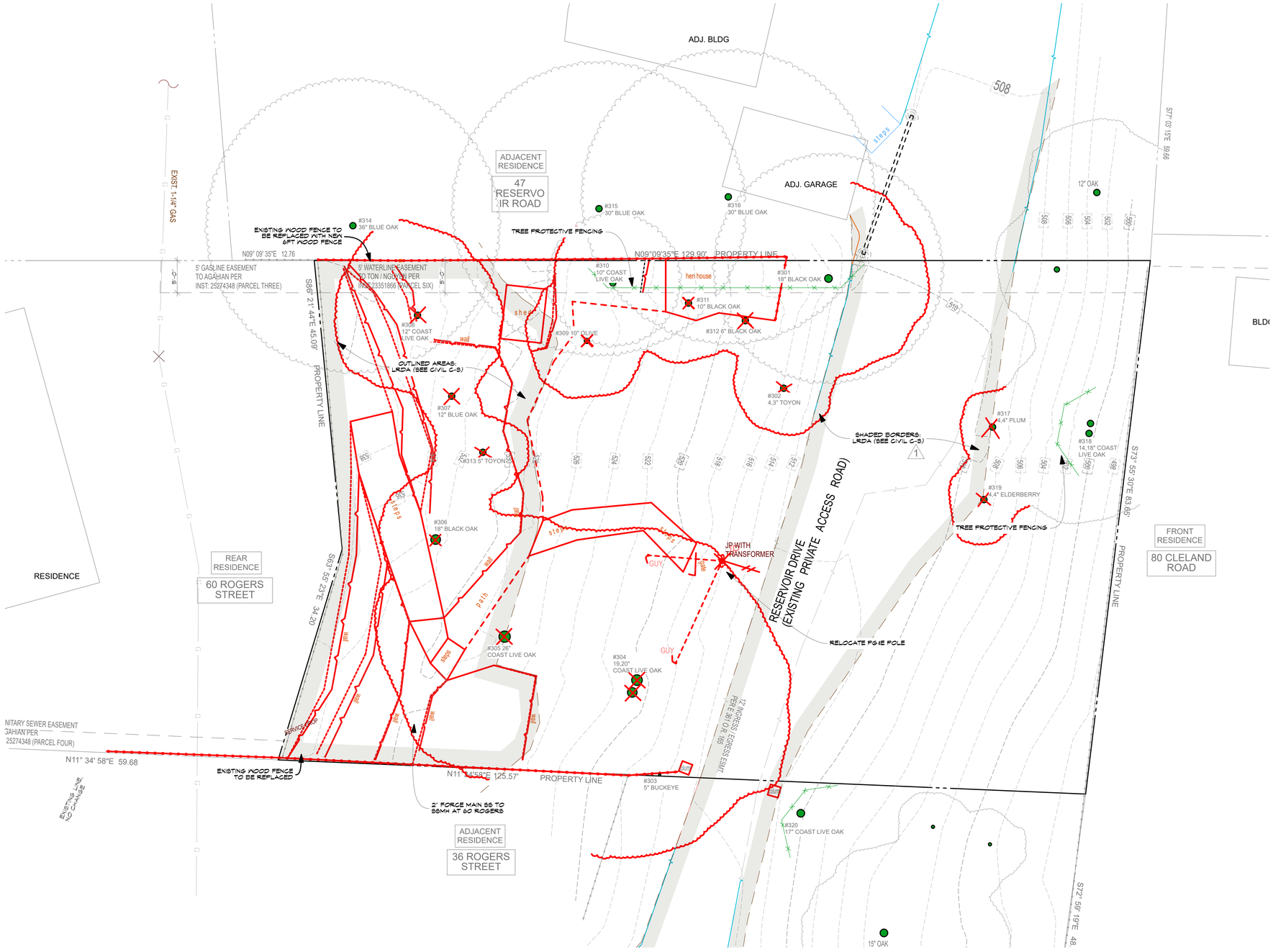
ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

NEIGHBORHOOD SITE PLAN

DATE: 11/08/22
SCALE: AS SHOWN
SHEET
A-2
2 OF -



EXISTING SITE PLAN

SCALE: 1/8" = 1'-0"

N

LEGEND

- EXISTING PROPERTY LINE
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- EXISTING LANDSCAPE RETAINING WALLS
- EXISTING WOOD FENCE
- TREE PROTECTION FENCE
- ELECTRICAL METER
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING ASPHALT PAVED PRIVATE ROAD
- LEAST RESTRICTIVE DEVELOPMENT AREA

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

DEMO/ EXISTING SITE PLAN

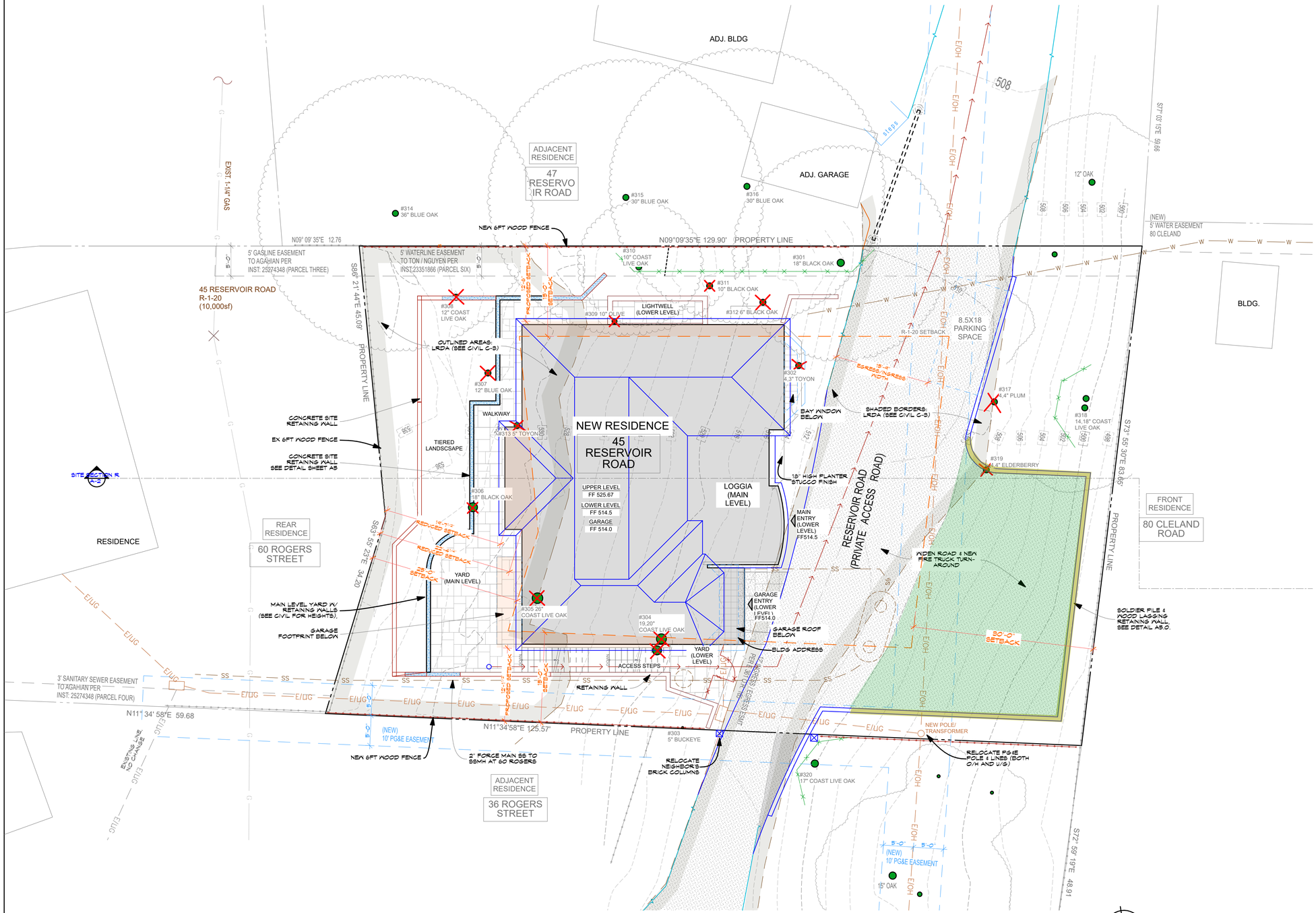
DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-3

3 OF -



PROPOSED SITE PLAN

SCALE: 1/8" = 1'-0"

SCOPE OF WORK

SITE AND ARCHITECTURAL DEVELOPMENT ON AN EXISTING VACANT R1-20 ZONED LOT (HILLSIDE OVERLAY).

WORK TO INCLUDE:
BUILDINGS:
1. CONSTRUCTION OF A NEW RESIDENCE WITH AN ATTACHED ACCESSORY DWELLING UNIT, AN ATTACHED GARAGE AND BELOW GRADE BASEMENT.
2. COVERED DECK AND BALCONY
3. EGRESS, VENTILATION WELLS AND ACCESS STAIRS.

SITE IMPROVEMENTS (REFER TO CIVIL AND LANDSCAPE PLANS):
1. MODIFY EXISTING PRIVATE ROAD TO PROVIDE PARKING AND FIRE TRUCK TURNOUT.
2. DRIVEWAY ACCESS TO GARAGE
3. SITE RETAINING WALLS AND PAVED YARDS
4. LANDSCAPE AND IRRIGATION
5. UTILITY TRENCHING AND CONNECTIONS.

TREE PROTECTION

1. SIX-FOOT HIGH CHAIN LINK FENCING MOUNTED ON TWO-INCH DIAMETER GALVANIZED IRON POSTS SHALL BE DRIVEN INTO THE GROUND AT LEAST TWO-FEET DEEP AT NO MORE THAN TEN-FOOT SPACING, WHEN STIPULATED, FOR EXISTING PAVING AREAS THAT WILL NOT BE DEMOLISHED, POSTS MAY BE SUPPORTED BY CONCRETE BASE.

2. POSTED EIGHT AND ONE-HALF-INCH BY ELEVEN-INCH SIGN ON EACH TREE FENCE STATING: "WARNING - TREE PROTECTION ZONE - THIS FENCE SHALL NOT BE REMOVED AND IS SUBJECT TO PENALTY ACCORDING TO TOWN CODE 29.10.1025"

3. TREE PROTECTION FENCING IS REQUIRED TO REMAIN IN PLACE THROUGHOUT CONSTRUCTION.

SITE ADDRESS

ADDRESS SHALL BE PLACED IN A POSITION THAT IS PLAINLY LEGIBLE & VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. NUMBERS SHALL BE A MIN. 4" HIGH WITH A MIN. STROKE WIDTH OF ½". WHERE ACCESS IS BY MEANS OF A PRIVATE ROAD & THE BUILDING ADDRESS CANNOT BE VIEWED FROM THE PUBLIC WAY, A MONUMENT, POLE, OR OTHER SIGN OR MEANS SHALL BE USED TO IDENTIFY THE STRUCTURE. CBC R319.1. SEE FRONT ELEVATION ON A12. FOR LOCATION.

LEGEND

- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE (R-1-20)
- BUILDING SETBACK LINE (PROPOSED)
- MAIN LEVEL STRUCTURE FOOTPRINT
- LOWER LEVEL STRUCTURE FOOTPRINT
- OVERHEAD ROOF LINE
- LIGHT WELL, ACCESS STAIR, YARDS
- CONCRETE RETAINING WALL
- EXISTING/NEW WOOD FENCE
- TREE PROTECTION FENCE
- EXISTING TREE TO BE REMOVED
- E/OH — ELECTRICAL LINE (OVERHEAD)
- E/UG — ELECTRICAL LINE (UNDERGROUND)
- W — WATER METER
- SS — SEWER CLEAN-OUT
- AREA DRAIN LOCATIONS
- TRAVEL DISTANCE FROM HYDRANT TO FARTHEST BLDG CORNER
- EXCEPTION AREA WITH RETAINING WALLS OVER 4FT HIGH
- EXCEPTION AREA WITH FILL OVER 3FT HIGH
- FLOOR AREA ENCROACHING INTO SETBACK
- LEAST RESTRICTIVE DEVELOPMENT AREA

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. 'L' • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

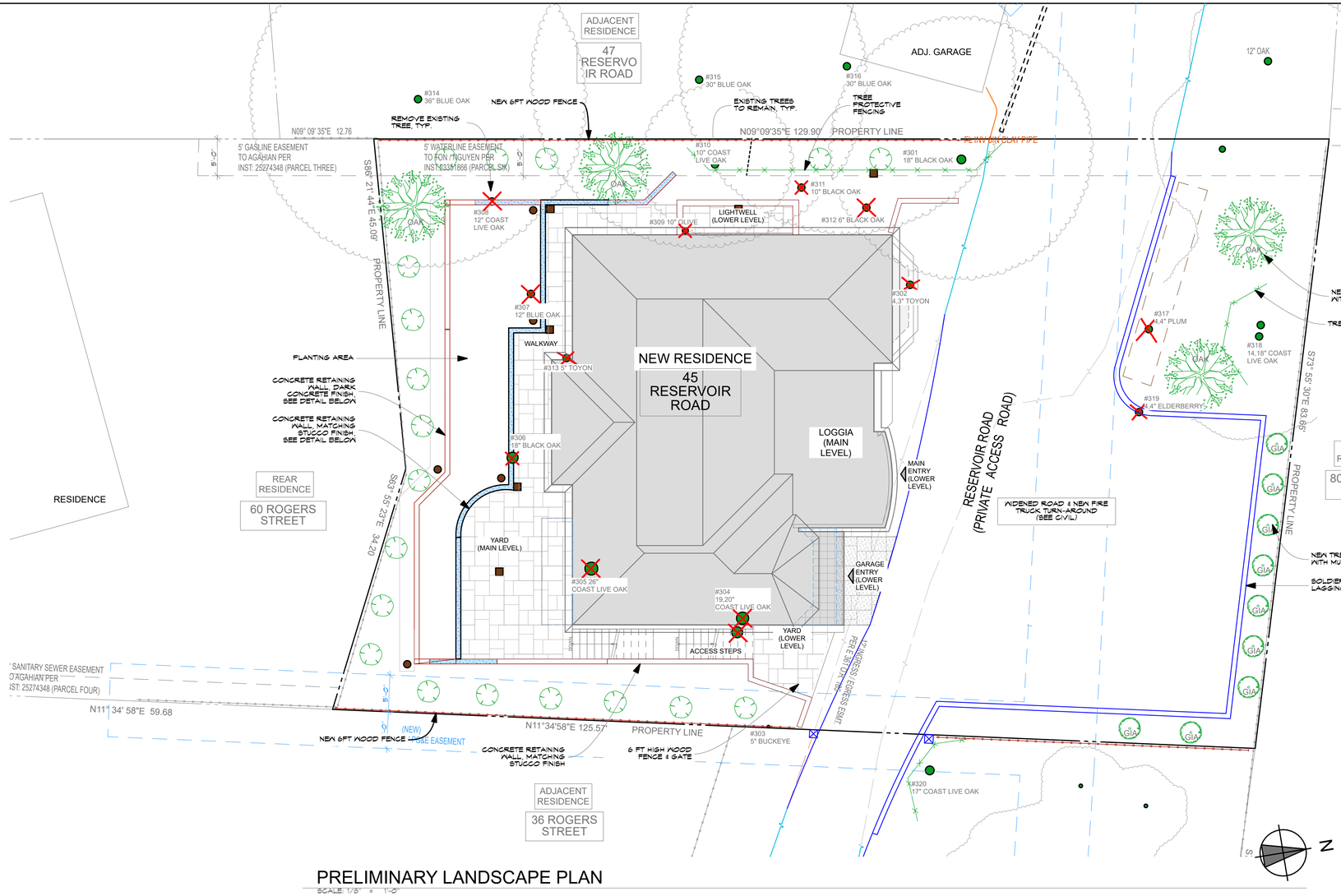
ARCHITECTURAL SITE PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET A-4

4 OF -



PRELIMINARY LANDSCAPE PLAN

SCALE: 1/8" = 1'-0"

LEGEND

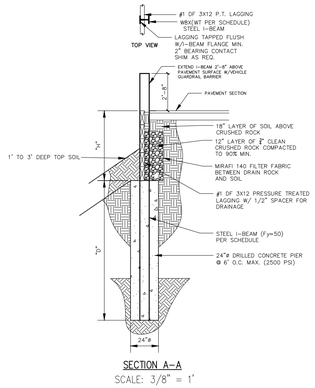
- DRIVEWAY: STONE PAVER O/ CONCRETE SLAB
- WALKWAY, YARD, SITE STAIR: STONE PAVER O/ CONCRETE SLAB
- ROAD: ASPHALT PAVING
- LANDSCAPE AREA W/ MULCH COVER
- CONCRETE RETAINING WALLS FINISH TO BE SANDBLASTED WITH STAINED CONCRETE, OR SMOOTH STUCCO FINISH, BOTH TO HAVE LRV OF 30 OR LESS.
- TREE — EXISTING TREE (AND DRIB LINE) TO REMAIN
- EXISTING TREE TO BE REMOVED
- (4) OAK
- (19) BAY LAUREL, PODOCARPUS, OR PITTOSPORUM (WITHIN 30' FROM RESIDENCE)
- (9) 24 BOX THUJA GREEN GIANT

TREE INVENTORY

ID	SPECIES	CANOPY	STATUS	REPLACEMENT
301	BLACK OAK	35'	REMAIN	
302	TOYON	8'	REMOVE	(2) 15 GAL.
303	BUCKEYE	10'	REMAIN	
304	LIVE OAK	35'	REMOVE	(4) 15 GAL.
305	LIVE OAK	35'	REMOVE	(4) 15 GAL.
306	BLACK OAK	25'	REMOVE	(3) 15 GAL.
307	BLUE OAK	20'	REMOVE	(3) 15 GAL.
308	LIVE OAK	20'	REMOVE	(3) 15 GAL.
309	OLIVE	20'	REMOVE	EXEMPT
310	LIVE OAK	20'	REMAIN	
311	BLACK OAK	10'	REMOVE	(2) 15 GAL.
312	BLACK OAK	10'	REMOVE	(2) 15 GAL.
313	TOYON	10'	REMOVE	(2) 15 GAL.
314	BLUE OAK	45'	REMAIN*	
315	BLUE OAK	45'	REMAIN*	
316	BLUE OAK	45'	REMAIN*	
317	PLUM	15'	REMOVE	EXEMPT
318	LIVE OAK	35'	REMAIN	
319	ELDERBERRY	15'	REMOVE	EXEMPT (neighbor's property)
320	LIVE OAK	35'	REMAIN*	

TOTAL REPLACEMENT TREES = (25) 24" BOX. 1

* INDICATES TREES LOCATED ON ADJACENT PROPERTIES.

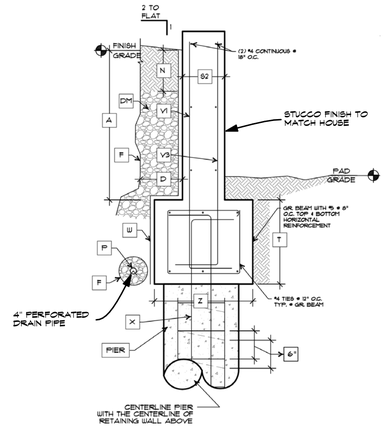


SECTION A–A

SCALE: 3/8" = 1'

SITE RETAINING WALL DETAIL

SCALE: 1:1.42



SITE RETAINING WALL DETAIL

SCALE: 1:1.42

REVISIONS

REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

PRELIMINARY LANDSCAPE PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET A-5

5 OF -

LEGEND

- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE
- REDUCED BUILDING SETBACK LINE
- FLOOR AREA (RESIDENCE)
- FLOOR AREA (ADU)
- BELOW GRADE BASEMENT AREA
- GARAGE AREA (NOT COUNTED AS BELOW GRADE BASEMENT)
- FLOOR AREA ENCROACHING INTO SETBACK
- OUTLINE OF FLOOR FOOTPRINT ABOVE
- RETAINING WALLS
- PAVED PATIOS, YARDS
- EXTERIOR LIGHT FIXTURE

LIGHTWELL
EGRESS WINDOW (LOWER LEVEL)
BATH
SUITE 2
BA.
MAIN SUITE
clo.
W
D
LAUNDRY
BROOM
PWD
COAT
MECH
ELEV
FOYER
BASEMENT LINE
OFFICE
COVERED ENTRY
MAIN ENTRY (LOWER LEVEL) FF 514.5
GARAGE
GARAGE ENTRY (LOWER LEVEL) FF 514.0
11x18 space
11x20 space
EXIT (LOWER LEVEL)
(TO MAIN LEVEL)
STEPS
R-1-20 SETBACK
PRIVATE ACCESS ROAD
4'-2"
14'-5 1/2"
16'-7"
12'-8 1/2"
12'-6" TO BLDG
4'-2 1/2"
1'-0"
5'-4 1/2"
2'-6"
15'-0"
14'-7 1/2" TO BLDG
25'-0"
5'-4"
89'-1"
15'-1"
4'-1"
3'-1"
28'-4"
11'-4"
12'-0" TO BLDG
15'-0"
11'-8 1/2"
4'-9 1/2"
15'-11 1/2"
8'-2 1/2"

LOWER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

N

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

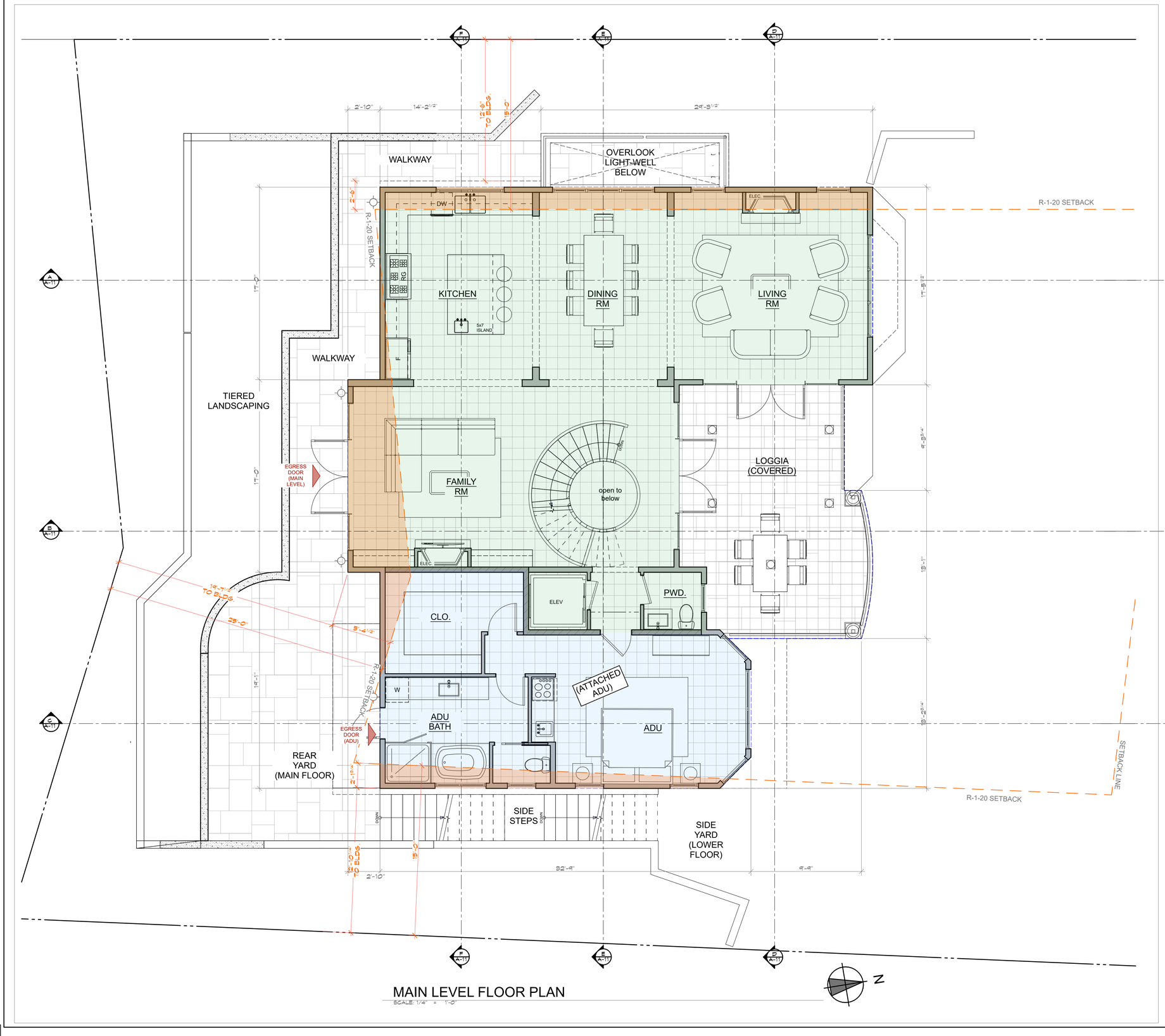
ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

LOWER LEVER FLOOR PLAN

DATE: 11/08/22
SCALE: AS SHOWN
SHEET A-6
6 OF -



MAIN LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

LEGEND

- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE
- REDUCED BUILDING SETBACK LINE
- FLOOR AREA (RESIDENCE)
- FLOOR AREA (ADU)
- BELOW GRADE BASEMENT AREA
- GARAGE AREA (NOT COUNTED AS BELOW GRADE BASEMENT)
- FLOOR AREA ENCROACHING INTO SETBACK
- OUTLINE OF FLOOR FOOTPRINT ABOVE
- RETAINING WALLS
- PAVED PATIOS, YARDS
- EXTERIOR LIGHT FIXTURE

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

MAIN LEVEL FLOOR PLAN

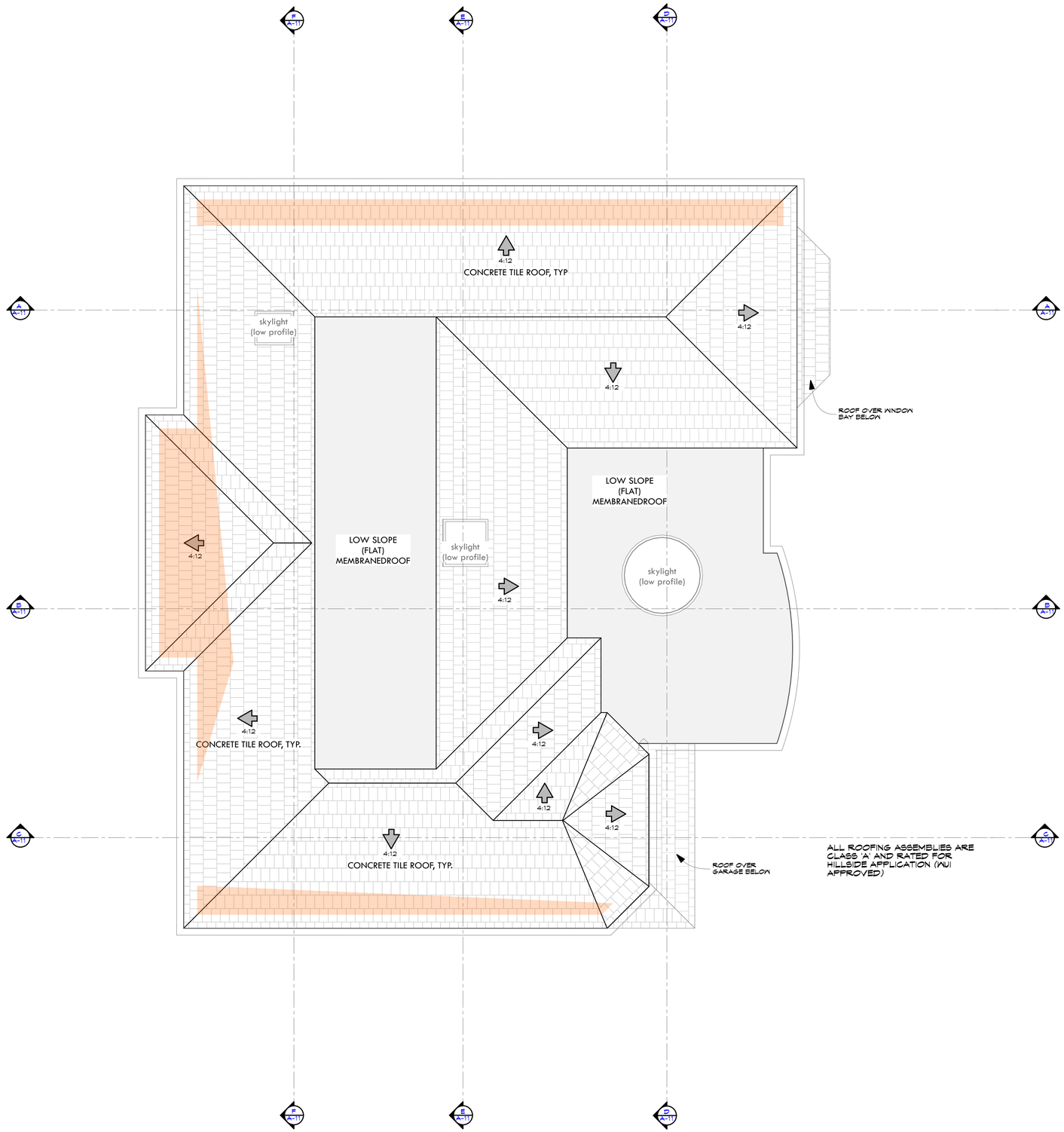
DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-7

7 OF -



ROOF PLAN
SCALE: 1/4" = 1'-0"

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

ROOF PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET
A-8
8 OF -



NORTH (FRONT) ELEVATION

SCALE: 1/4" = 1'-0"

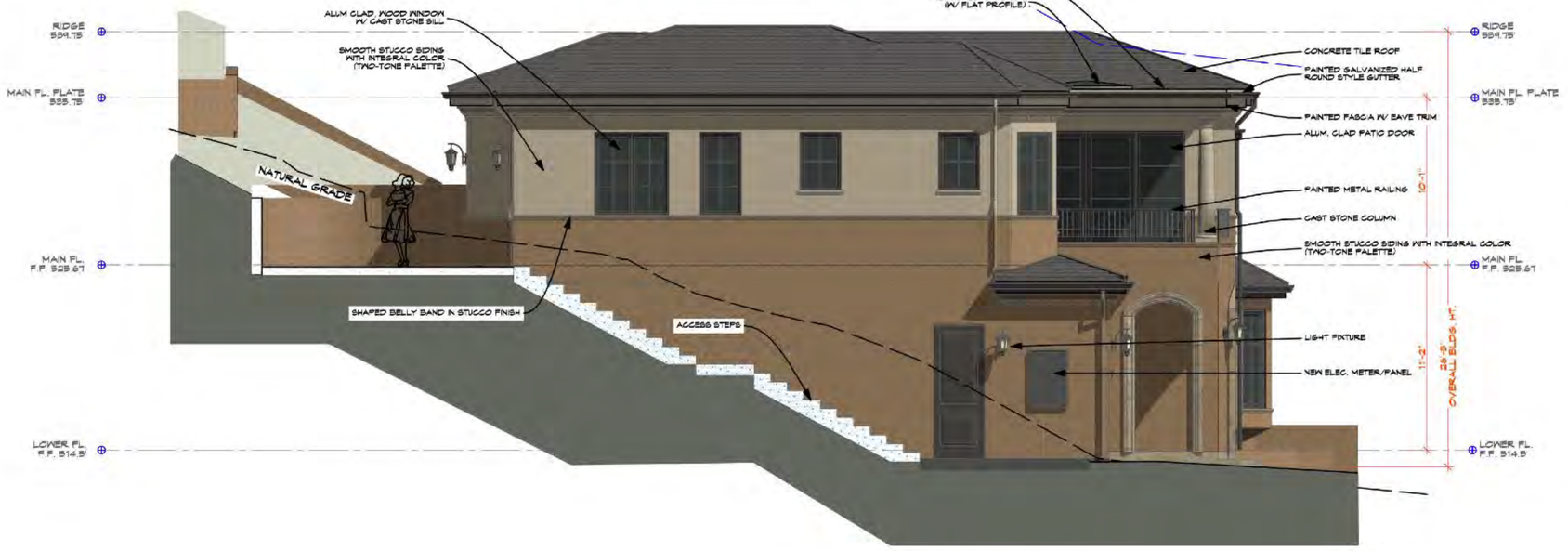
Front Elevation

Material	Area	Specification	LRV	LRV x Area
Stucco-Lighter	206	BM-Huntington Biege HC-21	40	8240
Stucco-Darker	419	BM-Free Spirit 245	24.4	10225.6
Gutters	35	BM-Kendall Charcoal	15	525
Cast Stone	26	Siena Stone-Oatmeal	50	1300
D/W Frames	196	Fleetwood-Black Anodized	3.3	646.8
Total =	882		Total =	20935.4
			LRV =	23.73628

Left Elevation

Stucco-Lighter	225	BM-Huntington Biege HC-21	40	9000
Stucco-Darker	426	BM-Free Spirit 245	24.4	10394.4
Gutters	25	BM-Kendall Charcoal	15	375
Cast Stone	18	Siena Stone-Oatmeal	50	900
D/W Frames	70	Fleetwood-Black Anodized	3.3	231
Total =	764		Total =	20900.4
			LRV =	27.35654

AVERAGE LRV CALCULATIONS



EAST (LEFT) ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS	
REV.	7.30.24
REV.	9.25.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA. • 95030 • (408) 395-2555

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

ELEVATIONS

DATE: 11/08/22

SCALE: AS SHOWN

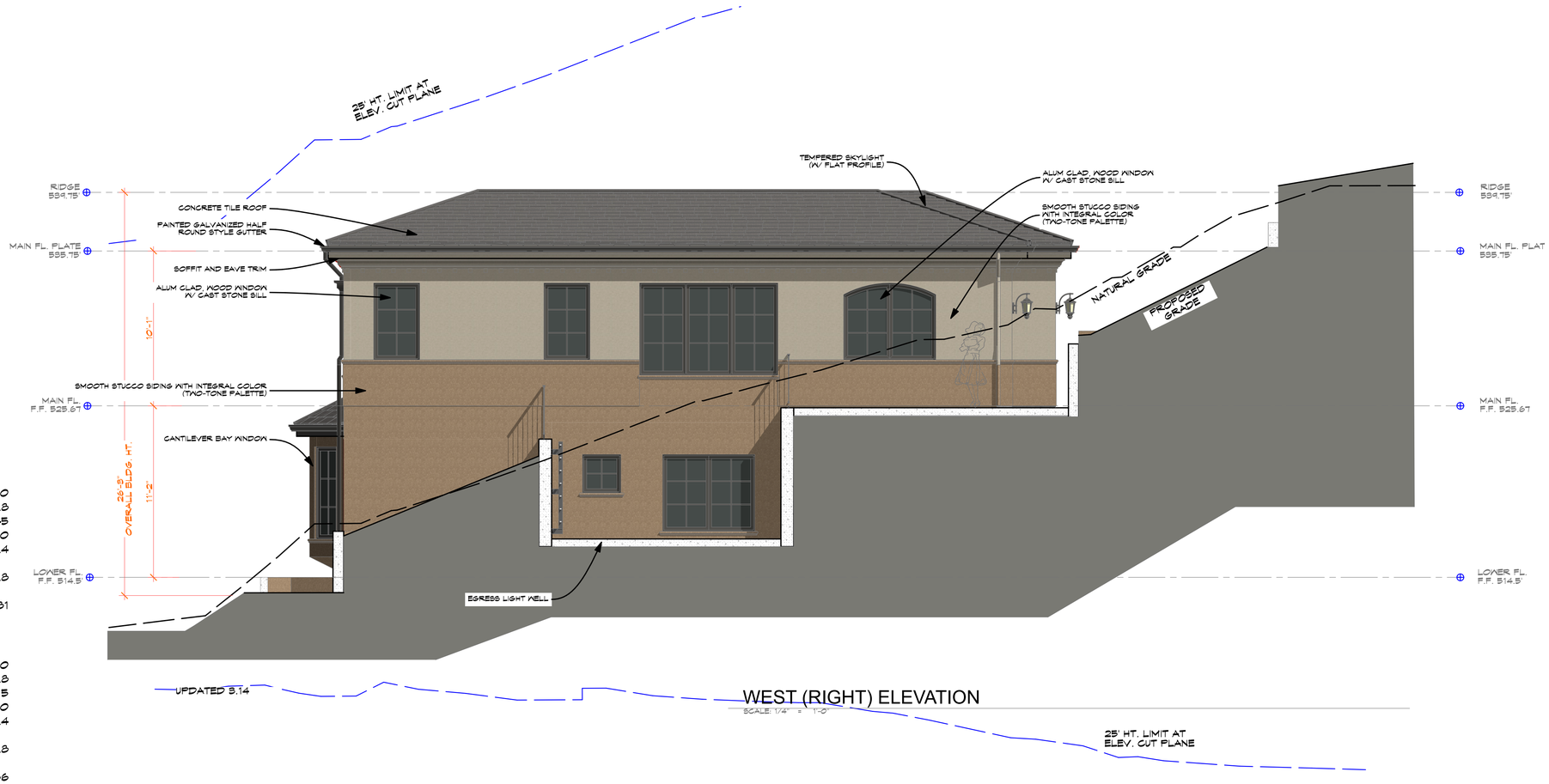
SHEET

A-9

9 OF -

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2555



UPDATED 3.14

WEST (RIGHT) ELEVATION

SCALE: 1/4" = 1'-0"

25' HT. LIMIT AT ELEV. CUT PLANE

Rear Elevation

Stucco-Lighter	293	BM-Huntington Biege HC-21	40	11720
Stucco-Darker	117	BM-Free Spirit 245	24.4	2854.8
Gutters	23	BM-Kendall Charcoal	15	345
Cast Stone		Siena Stone-Oatmeal	50	0
D/W Frames	38	Fleetwood-Black Anodized	3.3	125.4
Total =	433		Total =	14919.8
			LRV =	34.45681

Right Elevation

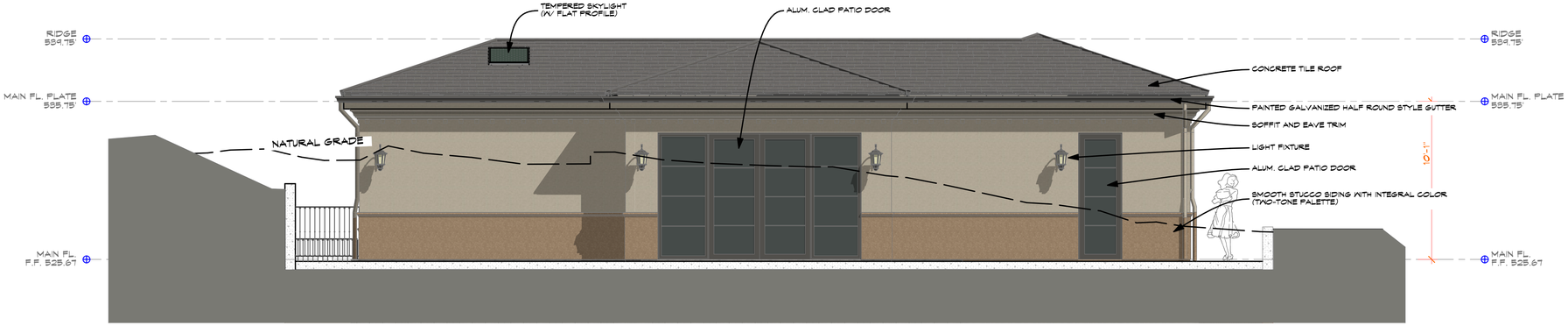
Stucco-Lighter	225	BM-Huntington Biege HC-21	40	9000
Stucco-Darker	312	BM-Free Spirit 245	24.4	7612.8
Gutters	21	BM-Kendall Charcoal	15	315
Cast Stone	0	Siena Stone-Oatmeal	50	0
D/W Frames	48	Fleetwood-Black Anodized	3.3	158.4
Total =	558		Total =	16927.8
			LRV =	30.33656

Total Average LRV

Front Elevation	23.7
Left Elevation	27.4
Rear Elevation	34.5
Right Elevation	30.3
	116
Average LRV =	**29**

AVERAGE LRV CALCULATIONS

SCALE: 1:0.67



SOUTH (REAR) ELEVATION

SCALE: 1/4" = 1'-0"

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

ELEVATIONS

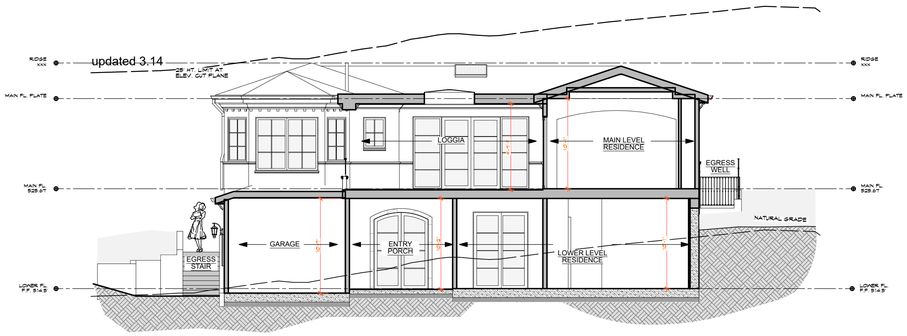
DATE: 11/08/22

SCALE: AS SHOWN

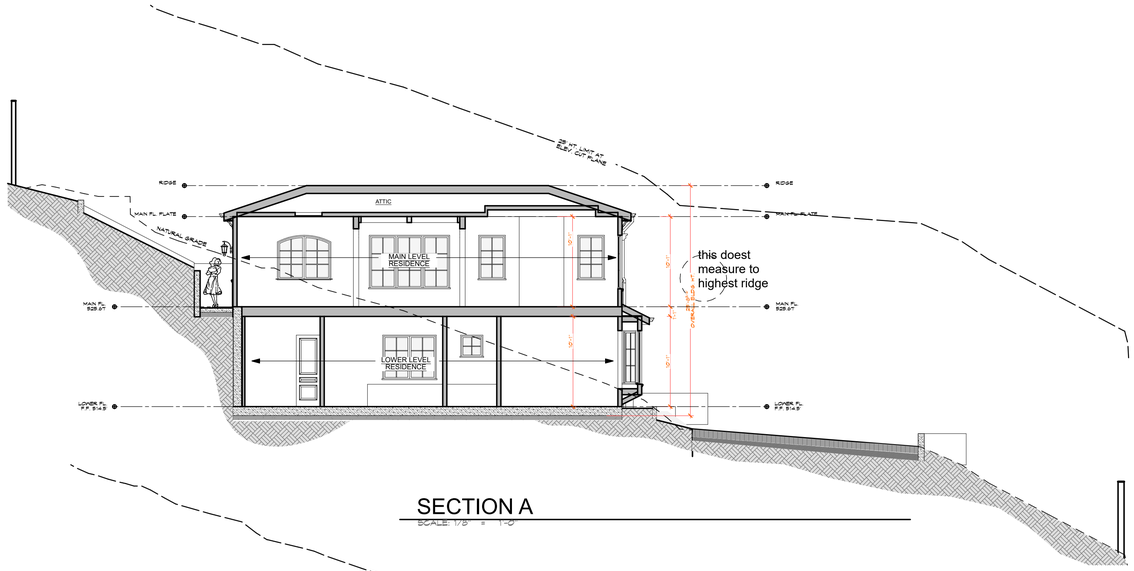
SHEET

A-10

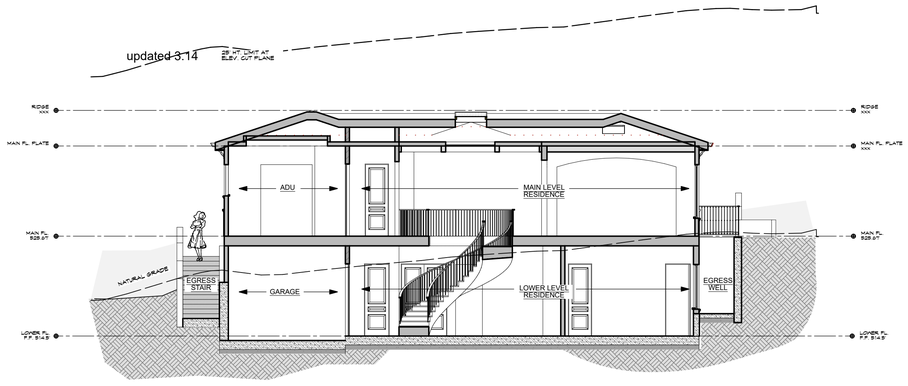
10 OF -



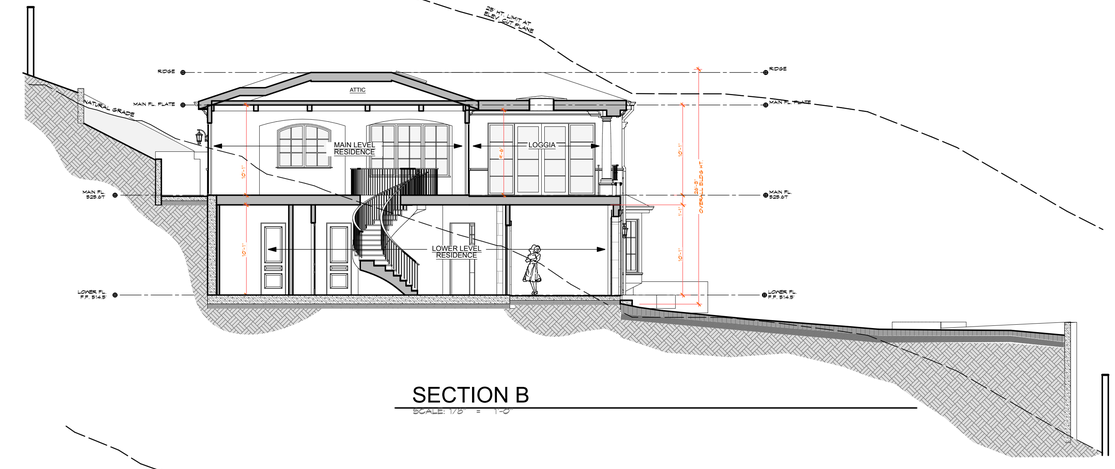
SECTION D
SCALE: 1/8" = 1'-0"



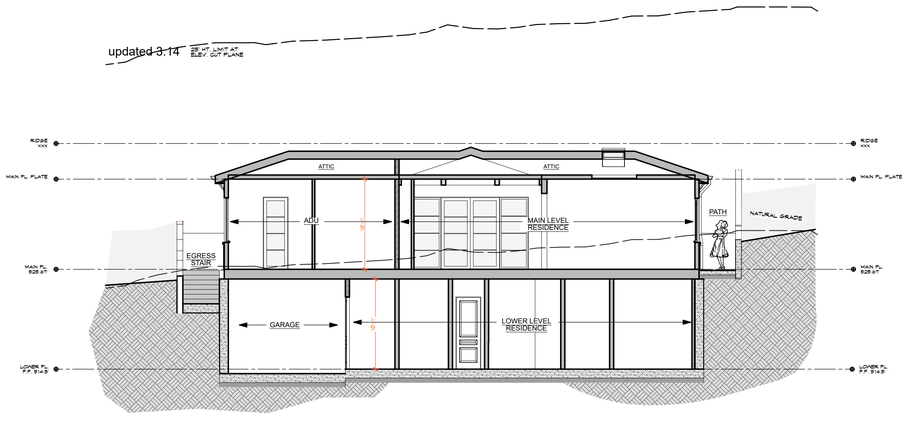
SECTION A
SCALE: 1/8" = 1'-0"



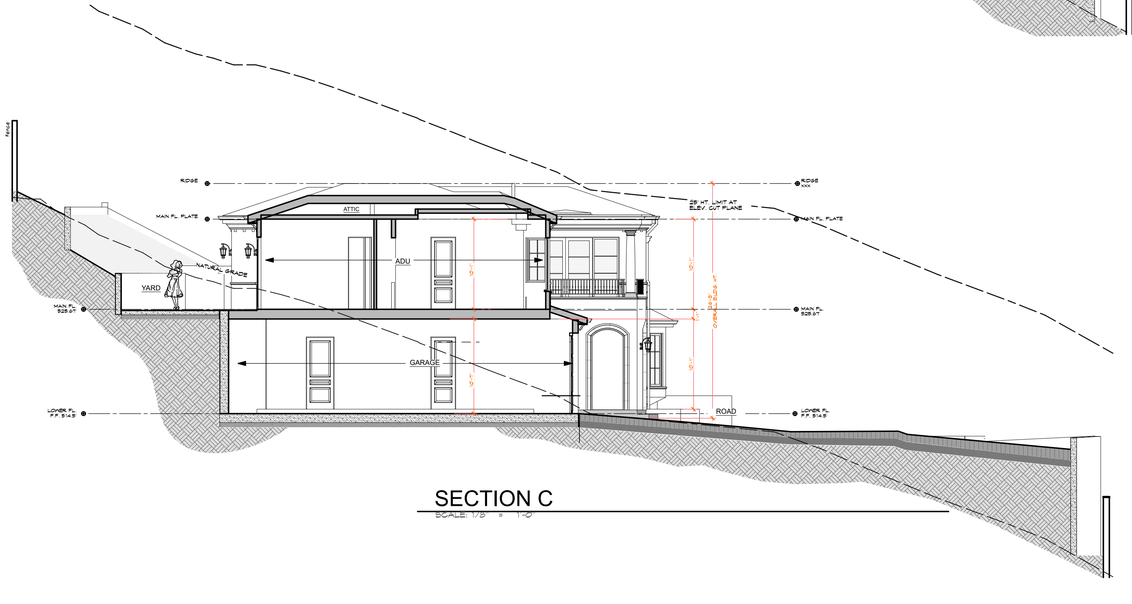
SECTION E
SCALE: 1/8" = 1'-0"



SECTION B
SCALE: 1/8" = 1'-0"



SECTION F
SCALE: 1/8" = 1'-0"



SECTION C
SCALE: 1/8" = 1'-0"

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

SECTIONS

DATE: 11/08/22

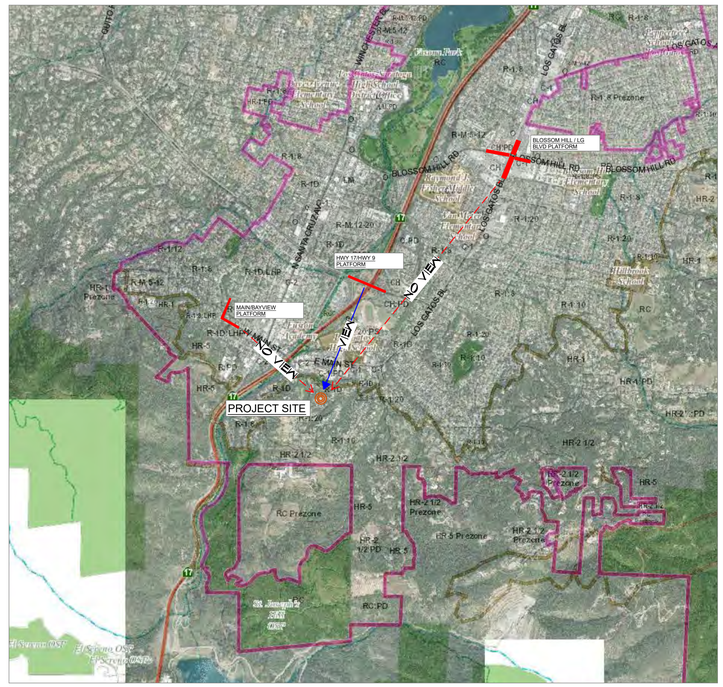
SCALE: AS SHOWN

SHEET
A-11
11 OF -



PHOTO TAKEN WITH 50MM LENS

REPRESENT THE VISIBILITY OF THE PROPOSED RESIDENCE FROM THE NAKED EYE



MAP

SHOWING PROJECT SITE IN RELATIONSHIP TO VIEWING PLATFORMS



PHOTO TAKEN WITH 300MM LENS

REPRESENT AN UP-CLOSE PERSPECTIVE TO IDENTIFY VISIBLE STORY POLES, NETTING, TREES AND/OR SHRUBBERY.

REQUIREMENT

CONDUCT A VISIBILITY ANALYSIS AS REQUIRED BY THE HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES FOR PROJECTS WITH THE POTENTIAL FOR BEING VISIBLE FROM ANY ESTABLISHED VIEWING AREA.

OBSERVATION LOCATIONS

BLOSSOM HILL/LG BLVD	VERIFIED, NO VIEW TO PROJECT SITE, STRUCTURE NOT VISIBLE
MAIN & BAYVIEW	VERIFIED, NO VIEW TO PROJECT SITE, STRUCTURE NOT VISIBLE
SELINDA WAY & LG ALMADEN ROAD	TOO FAR, NO VIEW TO PROJECT SITE
HWY 17 & HWY 9	VIEW TO PROJECT SITE, SEE ANALYSIS BELOW

METHOD

1. USING PRELIMINARY PARTIAL STORY POLES* AND ORANGE NETTING TO CALL OUT CRITICAL HEIGHTS AND BUILDING CORNERS.

2. PHOTOGRAPHS OF THE STORY POLES WERE TAKEN USING 50MM AND 300MM LENSES.

3. SEE PHOTOS FOR RESULTS AND ANALYSIS.

* CERTIFIED, COMPLETE STORY POLES COMPLIANT TO TOWN'S STANDARDS WILL BE INSTALLED AT LATER DATE.

ANALYSIS RESULTS

3 OUT OF 4 ELEVATIONS OF THE PROPOSED HOME ARE NOT VISIBLE TO THE VIEWING PLATFORM.

PART OF THE FRONT ELEVATION IS SHOWN TO BE PARTIALLY VISIBLE TO THE VIEWING PLATFORM. THE RATIO BETWEEN VISIBLE PART VS. NON-VISIBLE PART IS 22 : 78.

ADU PORTION OF THE RESIDENCE IS EXCLUDED FROM THE VISIBILITY CALCULATION.

PLANNING CONSIDERATIONS TO MINIMIZE VISIBILITY OF PROPOSED HOME

1. MINIMIZE BUILDING WIDTH ON VISIBLE SIDE OF THE LOT.

2.EMPLOY TIERED BUILDING CONFIGURATION, FOLLOWING THE HILLSIDE NATURAL CONTOUR.

3. USE OF AN AVERAGE LRV BELOW 30 FOR EXTERIOR FINISHES INCLUDING: ROOF COVERING, WALL SIDING AND EXTERIOR TRIM.

4. SITE PLANNING TO PRESERVE EXISTING MATURE TREES, WHICH PROVIDE SUBSTANTIAL SCREENING OF HOME.

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

VISIBILITY STUDY

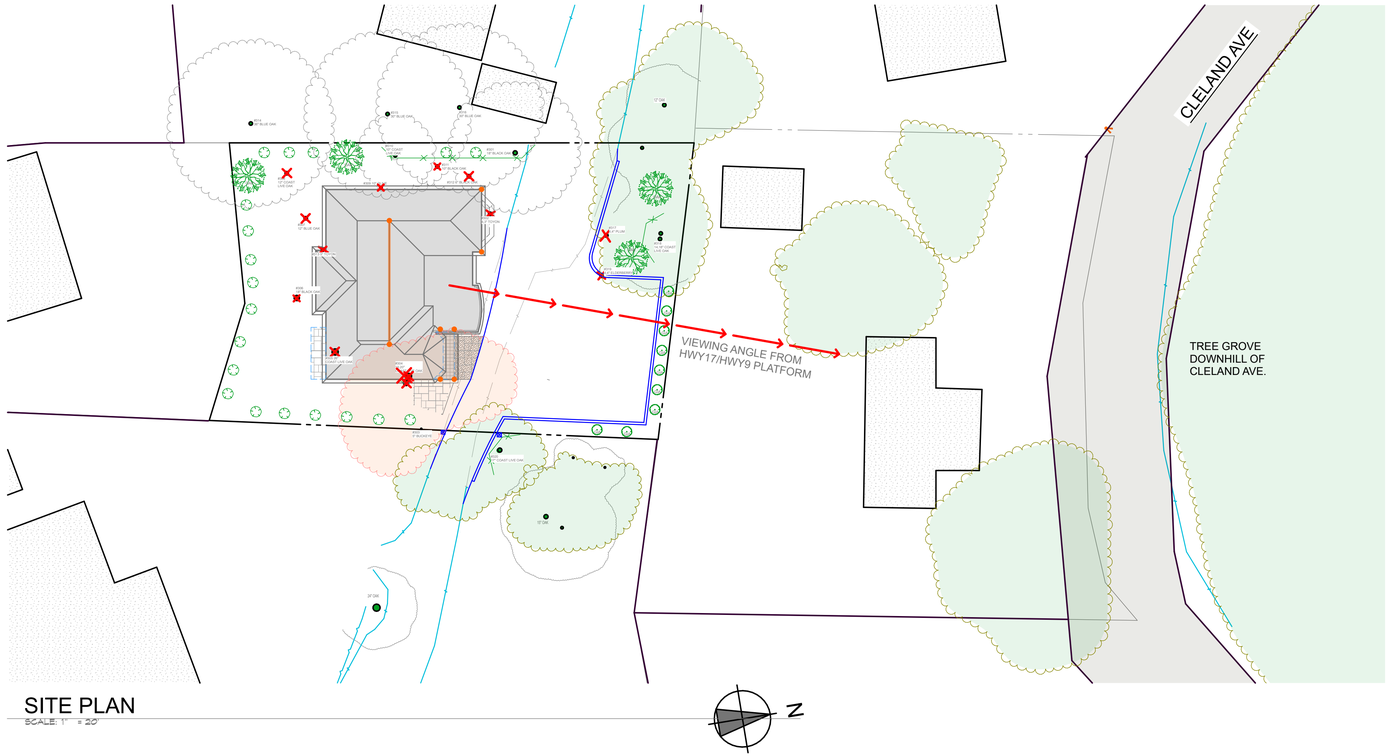
DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-12

12 OF -



SITE PLAN
SCALE: 1" = 20'



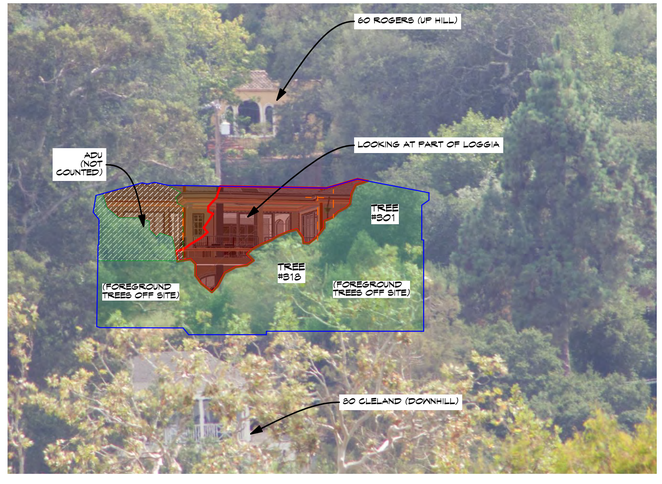
ANALYSIS RESULT:
RED SHADED AREA INDICATED VISIBLE AREA.

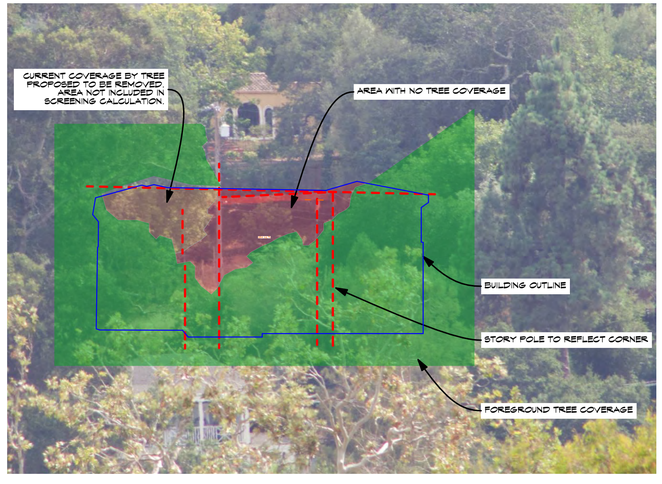
ORANGE AREA INDICATES AREA NOW VISIBLE DUE TO TREE REMOVAL.

(ADU EXCLUDED FROM CALCULATIONS)

THE TOTAL VISIBLE PART EQUALS TO 22% OF THE ELEVATION.

NO OTHER SIDE OF THE HOUSE IS VISIBLE.





TREE COVERAGE AND BUILDING VISIBILITY ANALYSIS

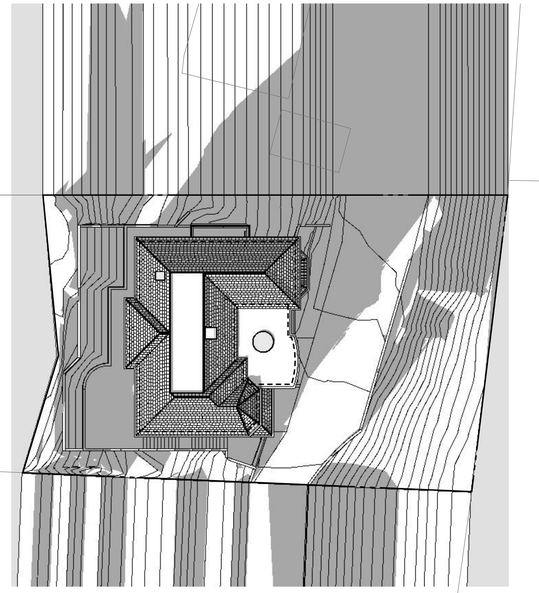
REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR
THE AGAHIAN RESIDENCE
45 RESERVOIR ROAD LOS GATOS, CA 95030

VISIBILITY STUDY

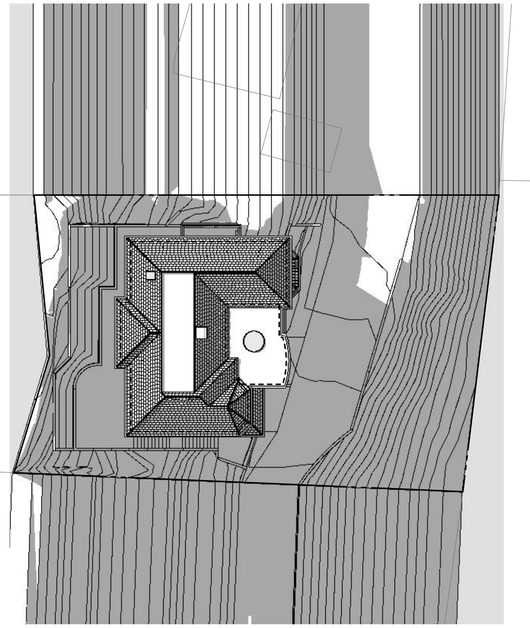
DATE: 11/08/22
SCALE: AS SHOWN
SHEET
A-13
13 OF -



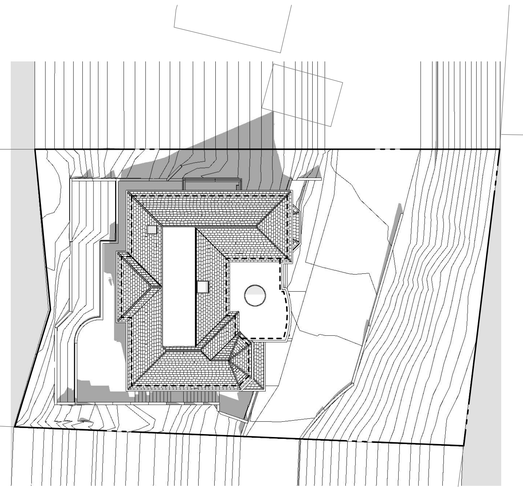
Dec 21, 9am
SCALE: 1" = 20'-0"



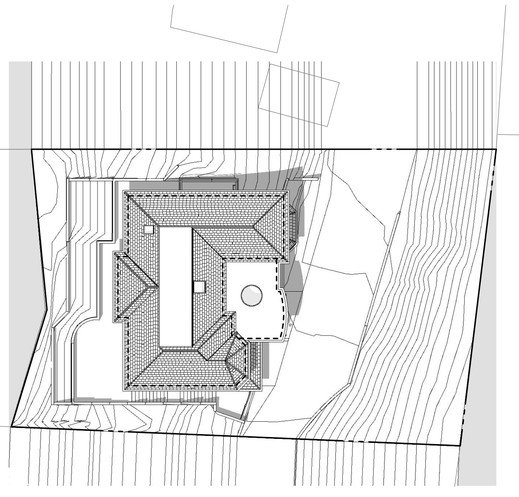
Dec 21, 12pm
SCALE: 1" = 20'-0"



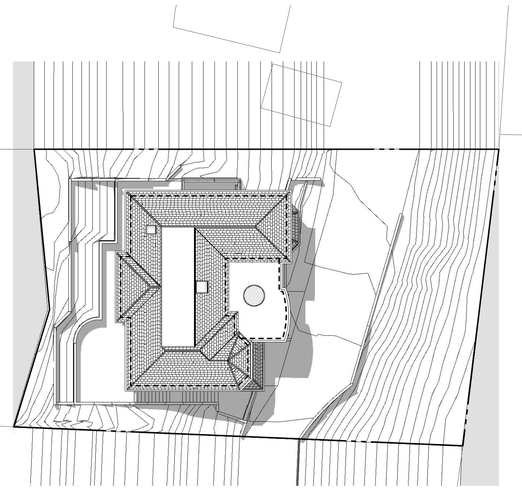
Dec 21, 3pm
SCALE: 1" = 20'-0"



June 21, 9am
SCALE: 1" = 20'-0"



June 21, 12pm
SCALE: 1" = 20'-0"



June 21, 3pm
SCALE: 1" = 20'-0"

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

SHADOW STUDIES

DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-14

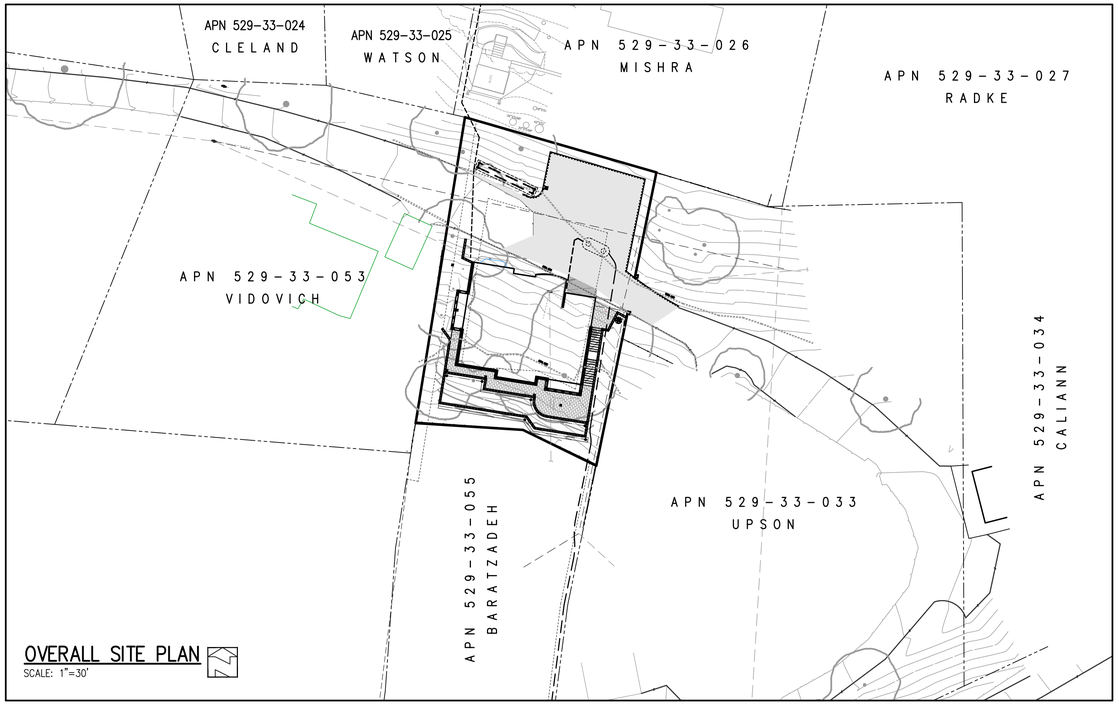
14 OF -

PLAN FOR THE IMPROVEMENT OF

GRADING & DRAINAGE PLANS

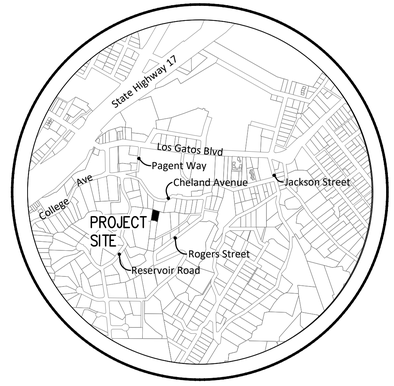
TOWN OF LOS GATOS

ARCHITECTURAL & SITE APPLICATION NO. S-22-048



OVERALL SITE PLAN

SCALE: 1"=30'



VICINITY MAP

SHEET INDEX

1. TOWN NOTES, PROJECT DATA, LEGEND & ABBREVIATIONS
2. BLUEPRINT FOR A CLEAN BAY SHEET
3. EXISTING TOPOGRAPHY AND DEMOLITION PLAN
4. GRADING & DRAINAGE PLAN
5-6. UTILITY PLAN
7. CROSS SECTIONS & DETAILS
8. EROSION CONTROL PLAN

TOWN OF LOS GATOS STANDARD PUBLIC IMPROVEMENT NOTES

1. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE FOLLOWING:
   a. TOWN OF LOS GATOS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS (UNLESS SPECIFICALLY STATED OTHERWISE ON THE PLANS).
   b. ALL TOWN OF LOS GATOS CONDITIONS OF APPROVAL RELATED TO THE PROJECT.
   c. THESE PLANS AND DETAILS.
   d. RECOMMENDATIONS OF THE PROJECT SOILS INVESTIGATION
   SOILS ENGINEER C2EARTH, INC.
   REFERENCE REPORT NO. 22118C-01R1, DATED 01-20-23
   LETTER NO. _____, DATED _____, SHALL BE THOROUGHLY COMPLIED WITH. BOTH THE MENTIONED REPORT AND ALL UPDATES/ADDENDUMS/LETTERS ARE HEREBY APPENDED AND MADE A PART OF THESE PLANS.
2. NO WORK MAY BE STARTED ON-SITE WITHOUT AN APPROVED GRADING PLAN AND A GRADING PERMIT ISSUED BY THE TOWN OF LOS GATOS, PARKS AND PUBLIC WORKS DEPARTMENT LOCATED AT 41 MILES AVENUE, LOS GATOS, CA 95030.
3. A PRE-JOB MEETING SHALL BE HELD WITH THE TOWN ENGINEERING INSPECTOR FROM THE PARKS AND PUBLIC WORKS DEPARTMENT PRIOR TO ANY WORK BEING DONE. THE CONTRACTOR SHALL CALL THE INSPECTIONS LINE AT (408) 399-5771 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO ANY GRADING OR ONSITE WORK. THIS MEETING SHOULD INCLUDE:
   a. A DISCUSSION OF THE PROJECT CONDITIONS OF APPROVAL, WORKING HOURS, SITE MAINTENANCE AND OTHER CONSTRUCTION MATTERS;
   b. ACKNOWLEDGEMENT IN WRITING THAT CONTRACTOR AND APPLICANT HAVE READ AND UNDERSTAND THE PROJECT CONDITIONS OF APPROVAL, AND WILL MAKE CERTAIN THAT ALL PROJECT SUB-CONTRACTORS HAVE READ AND UNDERSTAND THEM PRIOR TO COMMENCING WORK AND THAT A COPY OF THE PROJECT CONDITIONS OF APPROVAL WILL BE POSTED ON SITE AT ALL TIMES DURING CONSTRUCTION.
4. APPROVAL OF PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR THE CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF, DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS, PUBLIC INTEREST AND SAFETY REQUIRES A MODIFICATION OR DEPARTURE FROM THE TOWN SPECIFICATIONS OR THESE IMPROVEMENT PLANS, THE TOWN ENGINEER SHALL HAVE FULL AUTHORITY TO REQUIRE SUCH MODIFICATION OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE.
5. APPROVAL OF THIS PLAN APPLIES ONLY TO THE GRADING, EXCAVATION, PLACEMENT, AND COMPACTION OF NATURAL EARTH MATERIALS. THIS APPROVAL DOES NOT CONFER ANY RIGHTS OF ENTRY TO EITHER PUBLIC PROPERTY OR THE PRIVATE PROPERTY OF OTHERS AND DOES NOT CONSTITUTE APPROVAL OF ANY OTHER IMPROVEMENTS.
6. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE OR CONTRACTOR TO IDENTIFY, LOCATE AND PROTECT ALL UNDERGROUND FACILITIES. PERMITTEE OR CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) AT 1-800-227-2600 A MINIMUM OF FORTY-EIGHT (48) HOURS BUT NOT MORE THAN FOURTEEN (14) DAYS PRIOR TO COMMENCING ALL WORK.
7. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO COMPLY WITH THE STANDARDS ESTABLISHED BY THE AIR QUALITY MANAGEMENT DISTRICT FOR AIRBORNE PARTICULATES.
8. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, CODES, RULES AND REGULATIONS GOVERNING THE WORK IDENTIFIED ON THESE PLANS. THESE SHALL INCLUDE, WITHOUT LIMITATION, SAFETY AND HEALTH RULES AND REGULATIONS ESTABLISHED BY OR PURSUANT TO THE OCCUPATIONAL SAFETY AND HEALTH ACT OR ANY OTHER APPLICABLE PUBLIC AUTHORITY.
9. THE GENERAL CONTRACTOR SHALL PROVIDE QUALIFIED SUPERVISION ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
10. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING TREES, SURFACE IMPROVEMENTS, DRAINAGE, WATER, SEWER, ELECTRICAL OR TELECOMMUNICATION FACILITIES WHETHER ABOVE GROUND OR UNDERGROUND. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERETO.
11. HORIZONTAL AND VERTICAL CONTROLS SHALL BE SET AND CERTIFIED BY A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER QUALIFIED TO PRACTICE LAND SURVEYING.
12. DURING CONSTRUCTION, ALL APPLICABLE WORK (SUBGRADE, PAVING, ETC.) SHALL BE INSPECTED BY THE APPLICANT'S SOILS ENGINEER. THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING SUCH WORK. THE ENGINEER SHALL BE ON-SITE TO VERIFY CONDITIONS AS REQUIRED IN HIS REPORT. SHOULD ANY CHANGES TO THE REPORT RECOMMENDATIONS BE NECESSARY, TOWN APPROVAL SHALL BE OBTAINED PRIOR TO ANY ASSOCIATED WORK.
13. THE RESULTS OF THE CONSTRUCTION OBSERVATION AND TESTING SHALL BE DOCUMENTED IN AN "AS-BUILT" LETTER/REPORT PREPARED BY THE APPLICANTS' SOILS ENGINEER AND SUBMITTED FOR THE TOWN'S REVIEW AND ACCEPTANCE BEFORE FINAL RELEASE OF ANY OCCUPANCY PERMIT IS GRANTED.
14. ALL PRIVATE AND PUBLIC STREETS ACCESSING PROJECT SITE SHALL BE KEPT OPEN AND IN A SAFE, DRIVABLE CONDITION THROUGHOUT CONSTRUCTION. IF TEMPORARY CLOSURE IS NEEDED, THEN FORMAL WRITTEN NOTICE TO THE ADJACENT NEIGHBORS AND THE TOWN OF LOS GATOS PARKS AND PUBLIC WORKS DEPARTMENT SHALL BE PROVIDED AT LEAST ONE WEEK IN ADVANCE OF CLOSURE, AND NO CLOSURE SHALL BE GRANTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE TOWN. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC OR PRIVATE RIGHT-OF-WAY.
15. THE CONTRACTOR SHALL INSTALL AND MAINTAIN FENCES, BARRIERS, LIGHTS AND SIGNS THAT ARE NECESSARY TO GIVE ADEQUATE WARNING AND PROTECTION TO THE PUBLIC AT ALL TIMES.
16. OWNER/APPLICANT: FARNAZ AGAHIAN PHONE: 408-234-5780
17. GENERAL CONTRACTOR: _____ PHONE: _____
18. A TOWN ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY. A STATE ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN STATE RIGHT-OF-WAY (IF APPLICABLE). THE PERMITTEE AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING INSPECTION PERFORMED BY OTHER GOVERNMENTAL AGENCIES.
19. GOOD HOUSEKEEPING PRACTICES SHALL BE OBSERVED AT ALL TIMES DURING THE COURSE OF CONSTRUCTION. SUPERINTENDENCE OF CONSTRUCTION SHALL BE DILIGENTLY PERFORMED BY A PERSON OR PERSONS AUTHORIZED TO DO SO AT ALL TIMES DURING WORKING HOURS. THE STORING OF GOODS AND/OR MATERIALS ON THE SIDEWALK AND/OR THE STREET WILL NOT BE ALLOWED UNLESS A SPECIAL PERMIT IS ISSUED BY THE ENGINEERING DIVISION. THE ADJACENT PUBLIC RIGHT-OF-WAY SHALL BE KEPT CLEAR OF ALL JOB RELATED DIRT AND DEBRIS AT THE END OF THE DAY. FAILURE TO MAINTAIN THE PUBLIC RIGHT-OF-WAY ACCORDING TO THIS CONDITION MAY RESULT IN PENALTIES AND/OR THE TOWN PERFORMING THE REQUIRED MAINTENANCE AT THE DEVELOPER'S EXPENSE.

TOWN OF LOS GATOS NPDES NOTES

1. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
2. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
3. APPROPRIATE BEST MANAGEMENT PRACTICES (BMPS) FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILL OR RESIDES SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTY BY WIND OR RUNOFF AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
4. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES AND MUST NOT BE DISCHARGED TO RECEIVING WATERS OR TO THE LOCAL STORM DRAIN SYSTEM.
5. ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES (BMPS) AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
6. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
7. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT A STORM DOES NOT CARRY WASTE OR POLLUTANTS OFF OF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER (NON-STORMWATER DISCHARGES) ARE PROHIBITED EXCEPT AS AUTHORIZED BY AN INDIVIDUAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT OR THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES AND ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; CONCRETE AND RELATED CUTTING OR CURING RESIDUES; FLOATABLE WASTES; WASTES FROM ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; WASTES FROM STREET CLEANING; AND SUPERCHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
8. DISCHARGING CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING GROUNDWATER THAT HAS INFILTRATED INTO THE CONSTRUCTION SITE IS PROHIBITED. DISCHARGING OF CONTAMINATED SOILS VIA SURFACE EROSION IS ALSO PROHIBITED. DISCHARGING NON-CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING ACTIVITIES REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.

NOTE:

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

NOTE TO CONTRACTOR

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTE:

ADVANCE NOTICE SHALL BE PROVIDED TO NEIGHBORING PROPERTY OWNERS AND SCHOOLS OF HEAVY CONSTRUCTION ACTIVITIES AND HEAVY CONSTRUCTION SHALL NOT START BEFORE 8:30 AM ON DAYS WHEN SCHOOLS ARE IN SESSION. NO CONSTRUCTION IS ALLOWED ON SUNDAYS.

GRADING QUANTITIES

SITE ELEMENT	CUT	FILL	HEIGHT
RESIDENCE	882± C.Y.	0± C.Y.	18.8'±/0'±
DRIVEWAY	15± C.Y.	283± C.Y.	1.0'±/15.5'±
YARD	510± C.Y.	65± C.Y.	8.2'±/6'±
TOTAL	1,407± C.Y.	348± C.Y.	

TABLE OF PROPOSED PERVIOUS AND IMPERVIOUS AREAS

TOTAL SITE AREA: 9,973 SF	TOTAL SITE AREA DISTURBED: 8,188 SF *(INCLUDING CLEARING, GRADING OR EXCAVATING)*			
	EXISTING AREA (SF)	PROPOSED AREA (SF)		TOTAL AREA POST-PROJECT (SF)
		REPLACED	NEW	
IMPERVIOUS AREA	3,884 SF	3,884 SF	2,401 SF	6,285 SF
TOTAL NEW & REPLACED IMPERVIOUS AREA		6,285 SF		
PERVIOUS AREA	6,089 SF		1,448 SF	3,688 SF

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
ARV	AIR RELEASE VALVE
BC	BACK OF CURB
BFP	BACKFLOW PREVENTER
BW	BOTTOM OF WALL
CATV	CABLE TELEVISION
CB	CATCH BASIN
CFS	CUBIC FEET PER SECOND
C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CY	CUBIC YARD
DCVA	DOUBLE CHECK VALVE ASSEMBLY
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWY	DRIVEWAY
(E)	EAST
EG	EXISTING GRADE
ELEC	ELECTRICAL
EP	EDGE OF PATH
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
FC	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCED MAIN
FS	FIRE SERVICE
FT	FEET
G	GAS
GA	GAUGE
GB	GRADE BREAK
GM	GAS METER
GS	GAS SERVICE
HDPE	HIGH-DENSITY POLYETHYLENE
HP	HIGH POINT
IEE	INGRESS/EGRESS EASEMENT
IN	INCH
INV	INVERT ELEVATION
LAT	LATERAL
LG	LIP OF GUTTER
LP	LOW POINT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MPH	MILES PER HOUR
(N)	NORTH
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
PAD	PAD ELEVATION
PCC	PORTLAND CEMENT CONCRETE
PERF	PERFORATED
PG&E	PACIFIC GAS & ELECTRIC COMPANY
PIEE	PRIVATE INGRESS/EGRESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PSDE	PRIVATE STORM DRAIN EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RIM	RIM ELEVATION
R/W	RIGHT-OF-WAY
(S)	SOUTH
S	SLOPE
SCC	SANTA CLARA COUNTY
SCCFD	SANTA CLARA COUNTY FIRE DEPARTMENT
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDE	STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SJWC	SAN JOSE WATER COMPANY
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSE	SANITARY SEWER EASEMENT
SSMH	SANITARY SEWER MANHOLE
STD	STANDARD
S/W	SIDEWALK
TC	TOP OF CURB
TELE	TELEPHONE
TLG	TOWN OF LOS GATOS
TW	TOP OF WALL
TYP	TYPICAL
VCP	VITRIFIED CLAY PIPE
(W)	WEST
W	WATER
WM	WATER METER
WS	WATER SERVICE
WV	WATER VALVE
WVSD	WEST VALLEY SANITATION DISTRICT
XING	CROSSING

REGISTERED PROFESSIONAL ENGINEER * VINOD MUSY-VERDEL * NO. 69278 EXP. 6-30-_____ CIVIL * STATE OF CALIFORNIA

DATE: SEPTEMBER 4, 2024
SCALE: AS SHOWN
DESIGN: AM
DRAWN: TM
CHECK: XX
ENGR: AM
PROJECT NO.: 23067

PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
COVER SHEET
ARCHITECTURAL & SITE APPLICATION NO. S-22-048
PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI EST. 1970
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7851 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING@HANNABRUNETTI.COM

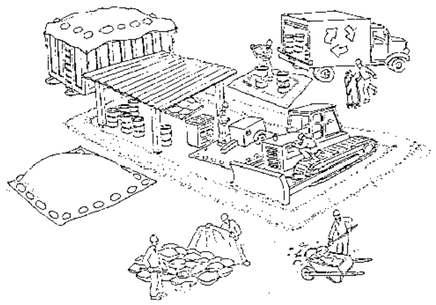
DATE	BY	REVISIONS

SHEET 1 OF 8

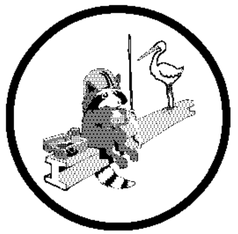
JOB NO. 23067

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

Pollution Prevention — It's Part of the Plan



Make sure your crews and subs do the job right!



Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will ensure your compliance with local ordinance requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- ✓ Sand, dirt, and similar materials must be stored at least 10 feet from catch basins, and covered with a tarp during wet weather or when rain is forecast.
- ✓ Use (but don't overuse) reclaimed water for dust control as needed.
- ✓ Sweep streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✓ Recycle all asphalt, concrete, and aggregate base material from demolition activities.
- ✓ Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly.

Hazardous materials management

- ✓ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, state, and federal regulations.
- ✓ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ✓ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ✓ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✓ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✓ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✓ Report any hazardous materials spills immediately! Dial 911 or your local emergency response number.

Vehicle and equipment maintenance & cleaning



- ✓ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✓ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✓ If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinsewater to run into gutters, streets, storm drains, or creeks.
- ✓ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.

Earthwork & contaminated soils

- ✓ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- ✓ Use hay bales, silt fences, or other control measures to minimize the flow of silt off the site.



- ✓ Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.
- ✓ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ✓ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place hay bales down-slope until soil is secure.
- ✓ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call your local fire department for help in determining what testing should be done.
- ✓ Manage disposal of contaminated soil according to Fire Department instructions.

Dewatering operations



- ✓ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ✓ Be sure to call your city's storm drain inspector before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ✓ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the city inspector to determine what testing to do and to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- ✓ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, hay bales, sand bags, or fine gravel dams to keep slurry out of the storm drain system.
- ✓ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ✓ If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work



- ✓ Do not pave during wet weather or when rain is forecast.
- ✓ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✓ Place drip pans or absorbent material under paving equipment when not in use.
- ✓ Protect gutters, ditches, and drainage courses with hay bales, sand bags, or earthen berms.
- ✓ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✓ Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- ✓ Be sure to store concrete, grout, and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- ✓ Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.



- ✓ Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain.
- ✓ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off site.

Painting



- ✓ Never rinse paint brushes or materials in a gutter or street!
- ✓ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area and spade it in.
- ✓ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✓ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

Bay Area Stormwater Management Agencies Association (BASMAA)
1-888-BAYWISE

Storm drain polluters may be liable for fines of up to $10,000 per day!

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

REV.: SEPT. 2016
JOB NO. 23067

REGISTERED PROFESSIONAL ENGINEER ★ AMANDA J. MUSY-VERDEL ★ NO. 69278 ★ EXP. 6-30-_____ CIVIL ★ STATE OF CALIFORNIA

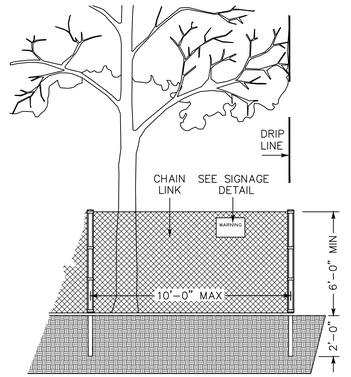
DATE: SEPTEMBER 4, 2024
SCALE: NONE
DESIGN: AM
DRAWN: TM
CHECK: XX
ENGR: AM
PROJECT NO.: 23067

GRADING & DRAINAGE PLANS
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
BLUEPRINT FOR A CLEAN BAY
ARCHITECTURAL & SITE APPLICATION NO. S-22-048
PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7661 EDGEBERRY STREET - GILROY - 95020 - CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

BY	DATE	REVISIONS
		◇

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



EXISTING TREE PROTECTION DETAILS

1. PRIOR TO THE COMMENCEMENT OF ANY GRADING, TREE PROTECTIVE FENCING SHALL BE IN PLACE IN ACCORDANCE WITH THE TREE PRESERVATION PLAN AND INSPECTED BY A CERTIFIED ARBORIST. THE ARBORIST SHALL MONITOR CONSTRUCTION ACTIVITY TO ENSURE THAT THE TREE PROTECTION MEASURES ARE IMPLEMENTED AND ADHERED TO DURING CONSTRUCTION. THIS CONDITION SHALL BE INCORPORATED INTO THE GRADING PLANS.
2. FENCE SHALL BE MINIMUM 5 FEET TALL CONSTRUCTED OF STURDY MATERIAL (CHAIN–LINK OR EQUIVALENT STRENGTH/ DURABILITY).
3. FENCE SHALL BE SUPPORTED BY VERTICAL POSTS DRIVEN 2 FEET (MIN) INTO THE GROUND AND SPACED NOT MORE THAN 10 FEET APART.
4. TREE FENCING SHALL BE MAINTAINED THROUGHOUT THE SITE DURING THE CONSTRUCTION PERIOD, INSPECTED PERIODICALLY FOR DAMAGE AND PROPER FUNCTION, REPAIRED AS NECESSARY TO PROVIDE A PHYSICAL BARRIER FROM CONSTRUCTION ACTIVITIES, AND REMAIN IN PLACE UNTIL THE FINAL INSPECTION.
5. A SIGN THAT INCLUDES THE WORDS, "WARNING: TREE PROTECTION ZONE – THIS FENCE SHALL NOT BE REMOVED AND IS SUBJECT TO PENALTY ACCORDING TO TOWN CODE 29.10.1025," SHALL BE SECURELY ATTACHED TO THE FENCE IN A VISUALLY PROMINENT LOCATION.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

DEMOLITION NOTES:

1. EXISTING WALLS TO BE REMOVED & DISPOSED.
2. EXISTING STRUCTURES TO BE REMOVED & DISPOSED.
3. EXISTING UTILITY POLE TO BE RELOCATED BY "OTHERS".
4. EXISTING TREES TO BE REMOVED (PER PLAN)

BENCHMARK:

BENCHMARK ID: LG36
ELEVATION: 384.56 FEET
ORGANIZATION: TOWN OF LOS GATOS

DESCRIPTION:
INTERSECTION OF EAST MAIN STREET AND CHURCH STREET

BASIS OF BEARINGS:

THE BEARINGS SHOWN ON THIS TOPOGRAPHIC SURVEY IS BASED ON THE FOUND MONUMENTS AS SHOWN IN THE RECORD OF SURVEY FILED APRIL 13th, 1998 IN BOOK 700 OF MAPS AT PAGE 44. RECORDER OF SANTA CLARA COUNTY.

FLOOD ZONE:

PANEL NUMBER: 060343–06085C0376H
REVISION DATE: MAY 18, 2009
COMMUNITY NAME: LOS GATOS

ZONE X
AN AREA INUNDATED BY 500–YEAR FLOODING; AN AREA INUNDATED BY 100–YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; OR AN AREA PROTECTED BY LEVEES FROM 100–YEAR FLOODING.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER * YINING MUSY-VERDEL * No. 69278 EXP. 6-30-CIVIL * STATE OF CALIFORNIA

DATE:	SEPTEMBER 4, 2024
SCALE:	1"=20'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF

LANDS OF AGAHIAN - 45 RESERVOIR DRIVE

APN 529-33-054

EXISTING TOPOGRAPHIC SURVEY AND DEMOLITION PLAN

ARCHITECTURAL & SITE APPLICATION NO. S-22-048

TOWN OF LOS GATOS

PARKS AND PUBLIC WORKS DEPARTMENT

HANNA-BRUNETTI
EST. 1970
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET - GILROY - 95020 - CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

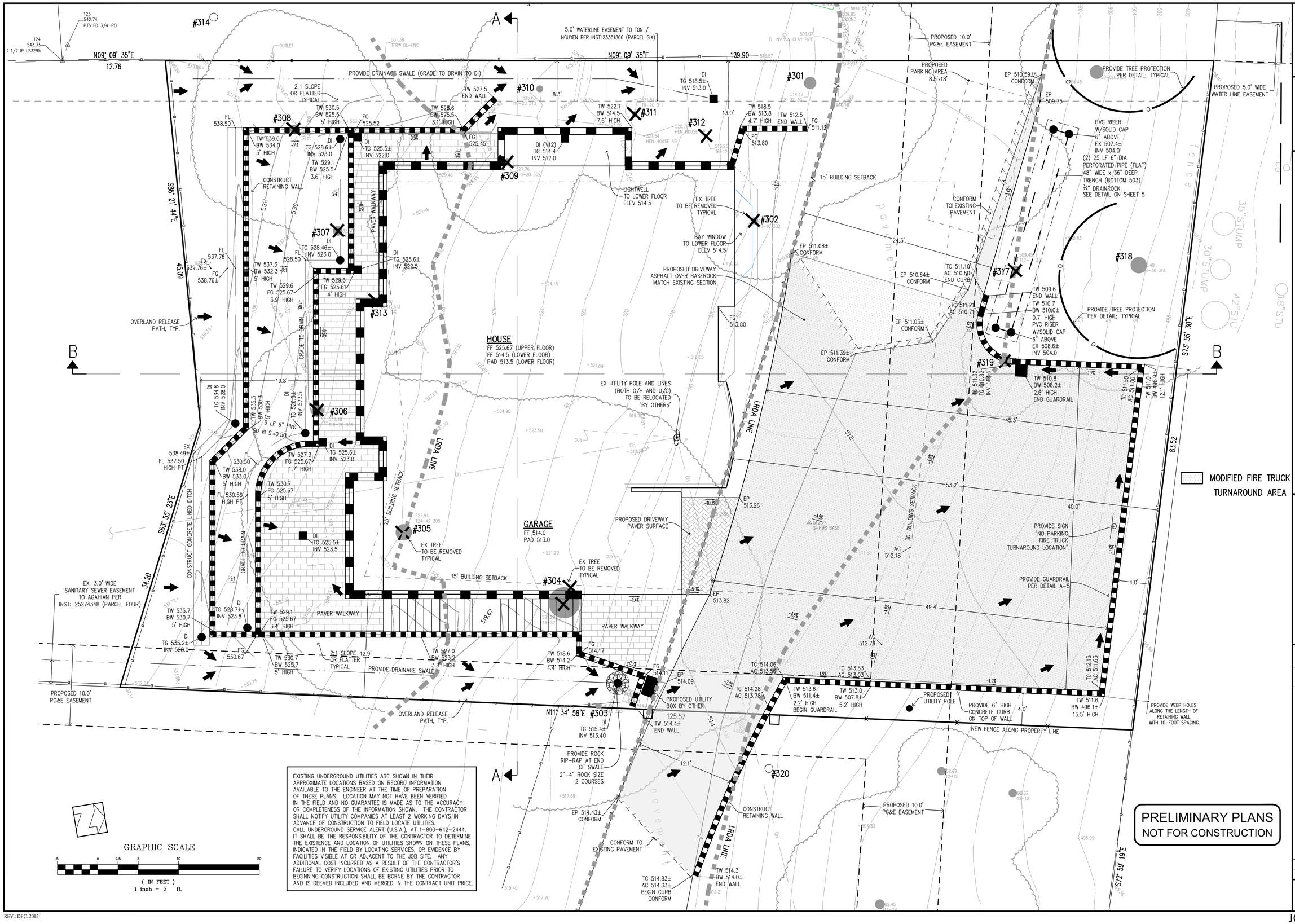
DATE	BY	REVISIONS

SHEET 3 OF 8

JOB NO. 23067

REV.: DEC. 2015

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER * VINOD MUSY-VERDEL * No. 69278 EXP. 6-30-CIVIL * STATE OF CALIFORNIA

DATE:	SEPTEMBER 4, 2024
SCALE:	1"=5'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
GRADING & DRAINAGE PLAN
ARCHITECTURAL & SITE APPLICATION NO. S-22-048

PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI EST. 1980
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING@HANNABRUNETTI.COM

REVISIONS	BY	DATE

SHEET 4 OF 8

JOB NO. 23067

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

123
542.74
PT6 FD 3/4 IPO

124
543.33
D 1/2 IP LS3295

N09° 09' 35"E
12.76

5.0' WATERLINE EASEMENT TO TON / NGUYEN PER INST: 23351866 (PARCEL SIX)

N09° 09' 35"E 129.90

PROPOSED 10.0' PG&E EASEMENT

PROPOSED 5.0' WIDE WATER LINE EASEMENT

PROVIDE DRAINAGE SWALE (GRADE TO DRAIN TO DI)

DI
TG 518.5±
INV 513.0

5 LF 6" PVC SD @ S=0.38

PROPOSED DOMESTIC WATER

61 LF 8" PVC SD
SLOPE VARIES

PVC RISER
W/SOLID CAP
6" ABOVE
EX 507.4±
INV 504.0
(2) 25 LF 6" DIA
PERFORATED PIPE (FLAT)
48" WIDE x 36" DEEP
TRENCH (BOTTOM 503)
¾" DRAINROCK.
SEE DETAIL ON SHEET 5

MATCH LINE
SEE 6.1 - SHEET 6

DI
TG 528.6±
INV 523.0

DI
TG 525.5±
INV 522.0

26 LF 6" PVC SD @ S=0.38

DI (V12)
TG 514.4
INV 512.0

5 LF 6" PVC SD @ S=0.031

16 LF 6" PVC SD @ S=0.023

DI
TG 528.46±
INV 523.0

DI
TG 525.6±
INV 522.5

S86° 21' 14"E
45.09

22 LF 6" PVC SD @ S=0.023

DI
TG 534.8
INV 528.0

DI
TG 526.8±
INV 523.5

DI
TG 525.6±
INV 523.0

12 LF 6" PVC SD @ S=0.04

13 LF 6" PVC SD @ S=0.023

DI
TG 525.5±
INV 523.5

EX UTILITY POLE AND LINES
(BOTH O/H AND U/G)
TO BE RELOCATED
'BY OTHERS'

LEIGH LANE

PVC RISER
W/SOLID CAP
6" ABOVE
EX 508.6±
INV 504.0

5 LF 6" PVC SD @ S=0.02

DI
TG 511.32
TG 510.82
INV 508.5

S73° 55' 30"E
83.52

41± LF 4" PVC SS @ S=0.02

63 LF 6" PVC SD @ S=0.13

SEE 6.2 - SHEET 6
MATCH LINE

S63° 55' 21"E
34.20

EX. 3.0' WIDE
SANITARY SEWER EASEMENT
TO AGAHIAN PER
INST: 25274348 (PARCEL FOUR)

DI
TG 528.7±
INV 523.8
6" PVC

DI
TG 535.2±
INV 529.0

694± LF 2" HDPE FORCEMAIN SS

PROVIDE DRAINAGE SWALE

PROPOSED 10.0' PG&E EASEMENT

PROPOSED UNDERGROUND JOINT TRENCH (ELECTRIC & COMMUNICATION)

PROVIDE 694± 2" HDPE FORCEMAIN TO EXISTING SEWER MANHOLE IN ROGERS STREET

N11° 34' 58"E
125.57

PROPOSED UTILITY BOX BY OTHER

DI
TG 515.4±
INV 513.40

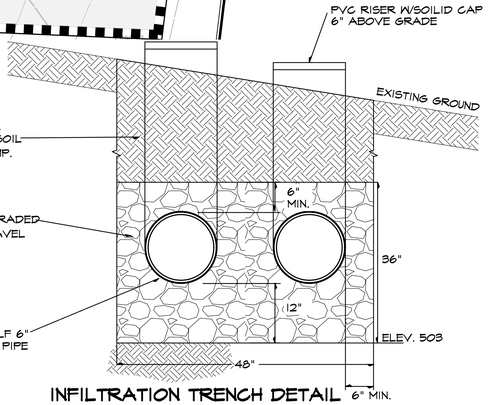
PROPOSED UTILITY POLE

SEE SHEET 5
MATCH LINE

EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED ON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATION MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 2 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CALL UNDERGROUND SERVICE ALERT (U.S.A.), AT 1-800-642-2444. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS, INDICATED IN THE FIELD BY LOCATING SERVICES, OR EVIDENCE BY FACILITIES VISIBLE AT OR ADJACENT TO THE JOB SITE. ANY ADDITIONAL COST INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR AND IS DEEMED INCLUDED AND MERGED IN THE CONTRACT UNIT PRICE.

UTILITY PROVIDERS:	
WATER	SAN JOSE WATER
SANITARY SEWER	WEST VALLEY SANITATION DISTRICT
GAS/ELECTRIC	PG&E
COMMUNICATION	TBD

GRAPHIC SCALE
5 0 2.5 5 10 20
(IN FEET)
1 inch = 5 ft.



INFILTRATION TRENCH DETAIL
NO SCALE

REGISTERED PROFESSIONAL ENGINEER * VINOD MUSIY-VERDEL * No. 69278 EXP. 6-30- CIVIL * STATE OF CALIFORNIA

DATE:	SEPTEMBER 4, 2024
SCALE:	1"=5'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
UTILITY PLAN
ARCHITECTURAL & SITE APPLICATION NO. S-22-048

PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI
EST. 1970
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE: (408) 842-2173
EMAIL: ENGINEERING@HANNABRUNETTI.COM

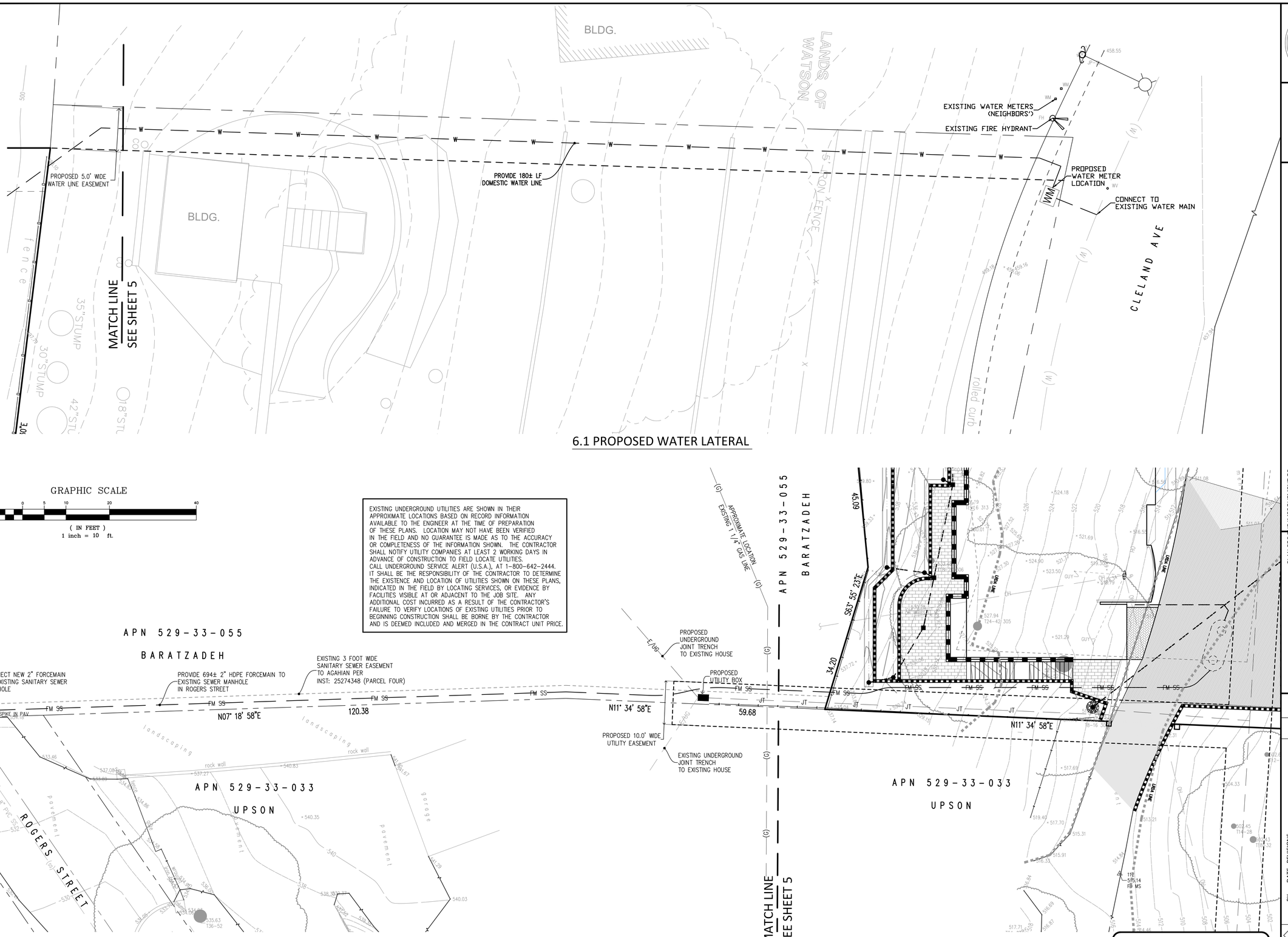
DATE	BY	REVISIONS

SHEET 5 OF 8

REV.: DEC. 2015

JOB NO. 23067

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



6.1 PROPOSED WATER LATERAL

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED ON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATION MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 2 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CALL UNDERGROUND SERVICE ALERT (U.S.A.), AT 1-800-642-2444. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS, INDICATED IN THE FIELD BY LOCATING SERVICES, OR EVIDENCE BY FACILITIES VISIBLE AT OR ADJACENT TO THE JOB SITE. ANY ADDITIONAL COST INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR AND IS DEEMED INCLUDED AND MERGED IN THE CONTRACT UNIT PRICE.

6.2 PROPOSED SANITARY SEWER LATERAL

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER ★ ANANDA MUSY-VERDEL ★ NO. 69278 EXP. 6-30- CIVIL ★ STATE OF CALIFORNIA

DATE:	SEPTEMBER 4, 2024
SCALE:	AS SHOWN
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

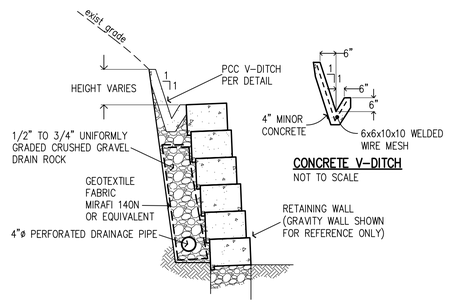
PLAN FOR THE IMPROVEMENT OF LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
UTILITY PLAN
ARCHITECTURAL & SITE APPLICATION NO. S-22-048
PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI EST. 1980
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET - GILROY - 95020 - CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING@HANNABRUNETTI.COM

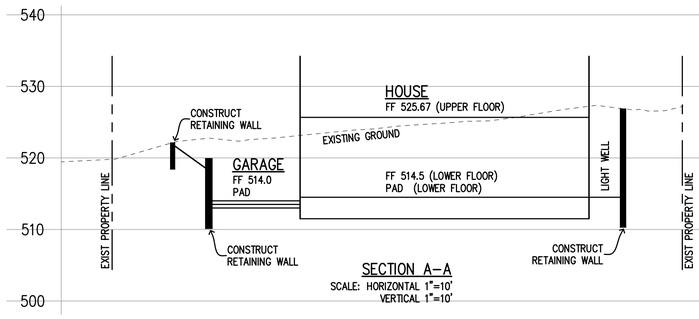
BY	DATE	REVISIONS

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

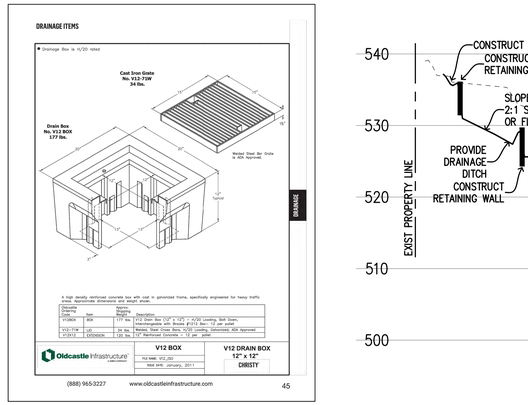


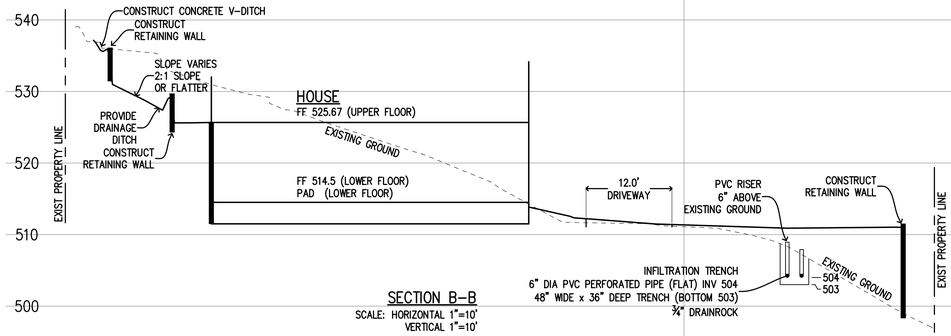


CONCRETE-LINED DITCH AT BACK OF RETAINING WALL
NO SCALE



SECTION A-A
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=10'





SECTION B-B
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=10'

SEE SHEET 5
MATCH LINE

EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED ON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATION MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 2 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CALL UNDERGROUND SERVICE ALERT (U.S.A.), AT 1-800-642-2444. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS, INDICATED IN THE FIELD BY LOCATING SERVICES, OR EVIDENCE BY FACILITIES VISIBLE AT OR ADJACENT TO THE JOB SITE. ANY ADDITIONAL COST INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR AND IS DEEMED INCLUDED AND MERGED IN THE CONTRACT UNIT PRICE.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER * VINOD MUSY-VERDEL * No. 69278 EXP. 6-30- CIVIL * STATE OF CALIFORNIA

DATE: SEPTEMBER 4, 2024
SCALE: 1"=5'
DESIGN: AM
DRAWN: TM
CHECK: XX
ENGR: AM
PROJECT NO.: 23067

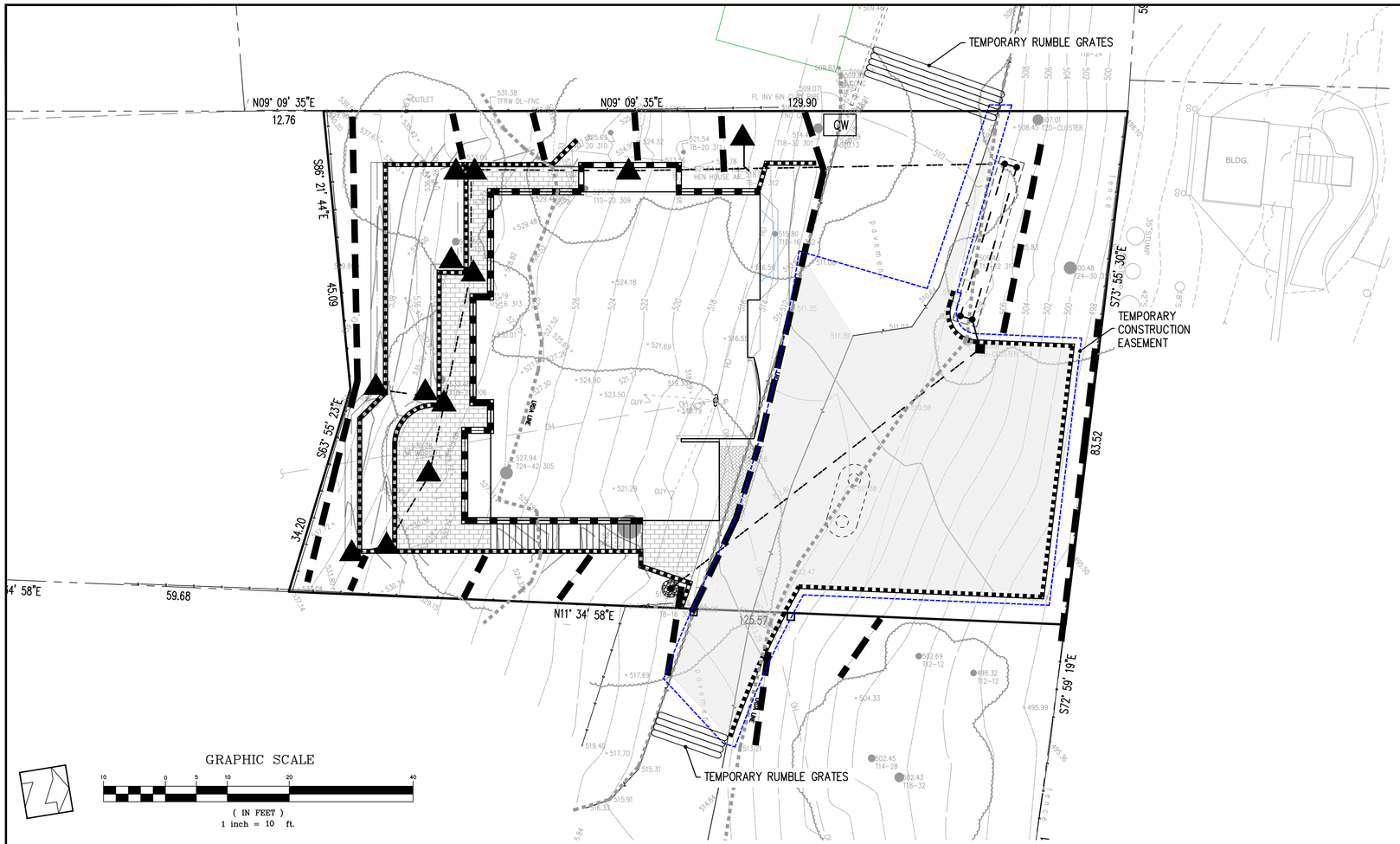
PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
CROSS SECTIONS & DETAILS
ARCHITECTURAL & SITE APPLICATION NO. S-22-048

PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI EST 1910
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7851 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL ENGINEERING@HANNABRUNETTI.COM

DATE	BY	REVISIONS

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

EROSION CONTROL NOTES

1. EROSION CONTROL MEASURES SHALL BE EFFECTIVE FOR CONSTRUCTION DURING THE RAINY SEASON; OCTOBER 15 THROUGH APRIL 15.

2. 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.

3. A FIBER ROLL PER "FIBER ROLL 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.

4. 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.

5. 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 TOWN.

6. ALL AREAS OF BARE, TURNED OR DISTURBED EARTH SHALL BE STABILIZED BY USE OF HYDROSEED OR NON-VEGETATIVE STABILIZATION PER EC-16, 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 QSD. THE STORM DRAIN SYSTEM SHALL MAINTAIN A FORM OF DRAIN INLET PROTECTION UNTIL TOWN ACCEPTS THE FINAL STREET IMPROVEMENTS. THE DRAIN INLET PROTECTION SHALL BE MAINTAINED, EFFECTIVE AND SUBJECT TO TOWN ENGINEER'S APPROVAL.

7. 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.

8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT AND REPAIR ALL EROSION CONTROL FACILITIES AT THE END OF EACH DAY. 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 EFFIENCY. REMOVED SEDIMENT SHALL BE DISPOSED BY SPREADING ON SITE, WHERE IT WILL NOT MIGRATE.

9. IT IS THE RESPOSIBILITY OF THE CONTRACTOR TO PREVENT THE FORMATION OF AIRBORNE DUST NUISANCE AND SHALL BE RESPOSIBILE FOR ANY DAMAGE RESULTING FROM A FAILURE TO DO SO.

10. ALL DRAIN SWALES SHALL BE PER DETAIL EC-9.

11. INCOMPLETE GRADING SHALL NOT BE ALLOWED. CONTRATOR SHALL MAINATIN A DRAIN PATH AS SHOWN ON THIS PLAN. SAID DRAIN PATH SHALL BE MAINTAINED LINED 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 TOWN ENGINEER.

12. IF THESE EROSION CONTROL MEASURE PROVE INADEQUATE, STRAW MULCH, TACKIFIER, AND ADDITIONAL HYDROSEEDING MAY BE REQUIRED.

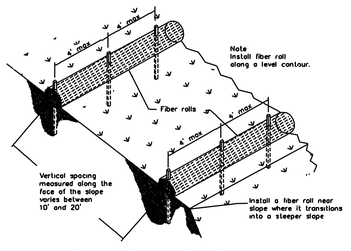
HYDROSEED TABLE

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

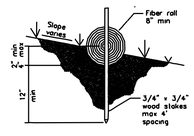
LEGEND

- FIBER ROLL BARRIER PER DETAIL SE-5
- STORM DRAIN INLET PROTECTION PER DETAIL SE-10
- CW CONCRETE WASHOUT AREA

SE-5 Fiber Rolls

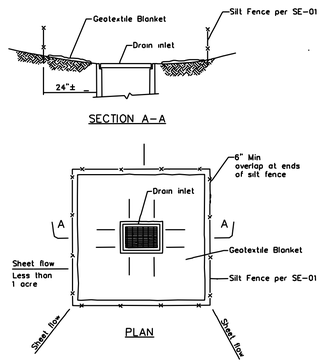


TYPICAL FIBER ROLL INSTALLATION
N.T.S



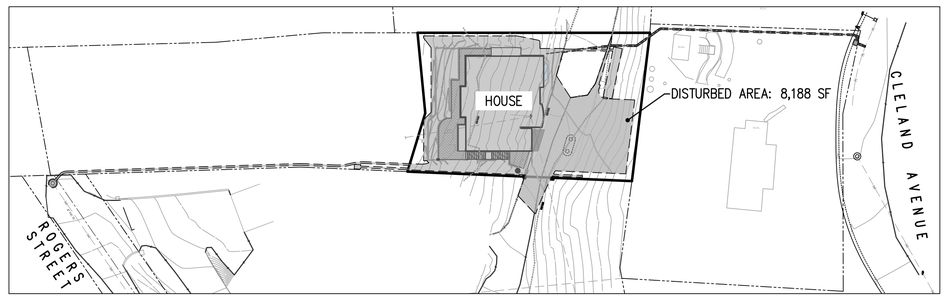
ENTRENCHMENT DETAIL
N.T.S.

SE-10 Storm Drain Inlet Protection



DI PROTECTION TYPE 1
NOT TO SCALE

NOTES
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 with concentrated flows.



GRAPHIC SCALE

40 0 40 40 80 160

(IN FEET)
1 inch = 40 ft.

REGISTERED PROFESSIONAL ENGINEER * VINCENT MUSY-VERDEL * NO. 69278 EXP. 6-30- CIVIL * STATE OF CALIFORNIA

DATE: SEPTEMBER 4, 2024
SCALE: AS SHOWN
DESIGN: AM
DRAWN: TM
CHECK: XX
ENGR: AM
PROJECT NO.: 23067

PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
EROSION CONTROL PLAN
ARCHITECTURAL & SITE APPLICATION NO. S-22-048

PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI
EST 1995
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

DATE	BY	REVISIONS

SHEET 8 OF 8

JOB NO. 23067

REV.: DEC. 2015

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 01/08/2025

ITEM NO: 7

DESK ITEM

DATE: January 8, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.

REMARKS:

Exhibit 13 includes additional public comments received between 11:01 am, Friday, January 3, 2025 and 11:00 am, Wednesday, January 8, 2025.

EXHIBITS:

Exhibits previously received with the January 8, 2025, Staff Report:

1. Location Map
2. Required Findings and Considerations
3. Recommended Conditions of Approval
4. Color and Materials Board
5. Letter of Justification
6. Consulting Architect's Report
7. Applicant's Response to Consulting Architect's Report
8. Consulting Arborist's Report
9. Story Pole Photos
10. Site Photos

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Planning Manager and Community Development Director

11. Public comments received by 11:00 a.m., Friday, January 3, 2025
12. Development Plans

Exhibit received with this Desk Item Report:

13. Public comments received between 11:01 a.m., Friday, January 3, 2025, and 11:00 a.m., Wednesday, January 8, 2025

From: quintana <[redacted]>
Sent: Tuesday, January 7, 2025 2:09 PM
To: Sean Mullin <SMullin@losgatosca.gov>
Subject: Reservoir Road

[EXTERNAL SENDER]

Grading impacts:
Is there any part of this site that will not be disturbed by grading?
The grading plan does not show a"grading limit line". Given the amount of grading, ((1407 cubic yards/348 fill), height of retaining walls (up to 15'), and their close proximity to the sites's property lines, proposed project result in greater impact grading impacts and/ or require grading beyond the property line.
How can these issues be addressed as part of the project approval process, rather than after approval during the Grading Permit/Building permit application?

Floor Plan:
Is the ADU really an ADU or is it really a master suit renamed an ADU.
It makes no sense that the bedrooms/bath/closets on the main floor are smaller than the "ADU" on the main living floor.
To be used as a rental the door to the main floor would have to be closed and the "ADU" would have booth ingress and egress through the bathroom.
The "Closet" would likely be turned into a bedroom without egress .
By calling this area an ADU the area also escapes included in the visibility analysis.

Lee

This Page Intentionally Left Blank

A P P E A R A N C E S:

Los Gatos Planning Commissioners:	Steve Raspe, Chair Emily Thomas, Vice Chair Jeffrey Barnett Kendra Burch Susan Burnett Rob Stump
Town Manager:	Chris Constantin
Community Development Director:	Joel Paulson
Town Attorney:	Gabrielle Whelan
Transcribed by:	Vicki L. Blandin (619) 541-3405

P R O C E E D I N G S:

CHAIR RASPE: Moving on now to Item 7, a request for approval for construction of a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large, protected trees on a nonconforming vacant property zoned R-1:20, located at 45 Reservoir Road. APN 529-33-054. Architecture and Site Application S-22-048. The project is categorically exempt pursuant to CEQA Guideline 15303: New Construction. Property owner is Farnaz Agahian, and Applicant Gary Kohlsaat.

Members of the Planning Commission, those have visited the site, please indicate by raising your hand. Thank you, and any disclosures? Seeing none, Mr. Mullin, I believe you're preparing a Staff Report on this. Thank you.

SEAN MULLIN: Yes, thank you, and good evening again. Before you this evening is a proposal to construct a new two-story residence with reduced side and rear setbacks, site improvements requiring a Grading Permit, and removal of large, protected trees located at 45 Reservoir Road.

The project site is located east of Reservoir Road and accessed via a private roadway that bisects the property and serves several lots between Reservoir Road and Rogers Street.

The Applicant proposes a 1,640 square foot residence with an attached tandem garage in a traditional Mediterranean style. The residence includes 1,287 square feet of below-grade square footage and an attached ADU. Staff notes that consistent with State law the ADU is not the subject to this application.

The proposed residence would be the seventh largest in terms of floor area when compared to those in the immediate neighborhood, and the third largest in terms of FAR.

Due to the constraints of the site and the desired architectural program, the Applicant is requesting the following exceptions:

From the Town Code an exception to the required 15-foot side and 25-foot rear setbacks; an exception to driveway access road requiring a minimum width of 18 feet; a requirement for two off-street parking spaces relative to the configuration and the dimensions; and the driveway depth of at least 18 feet. Those were all relative to the Town Code.

Relative to the Hillside Development Standards and Guidelines, the exceptions requested are for grading depths exceeding 4’ of cut and 3’ of fill; retaining wall heights taller than 5’; and buildings located outside of the LRDA.

Lastly, from the Hillside Specific Plan, the requirement to provide four onsite or four guest parking spaces.

Discussion of each of these exceptions is provided in your Staff Report.

The consulting architect reviewed the project and provided a recommendation addressing the two-story side walls, which the Applicant implemented. Additionally, the consulting architect noted that the residence is sited quite close to the road, recognizing the constraints of the site. The Applicant provided a response noting that their residence is pushed as far away from the road as is feasible given the constraints of the site.

Should the Planning Commission find merit in their request, Staff is recommending that the Planning Commission approve the Architecture and Site Application subject to the conditions in Exhibit 3.

Staff notes that a Desk Item was distributed today with additional public comments, and this concludes my presentation. We're available to answer any questions.

CHAIR RASPE: Thank you very much, Mr. Mullin. Commissioners, any questions for Staff? Seeing none, I'll open the public portion of this matter and invite the Applicant to come forward and speak for up to five minutes. I have two cards from the Applicant, Gary Kohlsaat and Farnaz Agahian, and just a reminder, together you'll have a combined five minutes to speak, so you can divide that any way you wish.

FARNAZ AGAHIAN: Good evening, everyone. My name is Farnaz Agahian and I am the owner of the property at 45 Reservoir. I am a color/imaging scientist and working for a tech company in the Bay Area. My mom and I purchased this property in April 2022 with the hope of building our dream home where we can live together and support each other.

We are a very close and small family; it's just the two of us. I realize that as she's getting older, she needs to be close by, and at the same also she needs to have her own space, independence, and comfort. Therefore, we plan to build a single-family house that includes separate living space for her, which is our ADU, attached to the main property, and we believe this arrangement would

allow her to have her independence and at the same time she can live with me and have my support and companionship.

This is about the plan, and finally we totally understand the importance of responsible development, so we are fully committed to working with the Town to make sure that our project meets the necessary guidelines and requirements, and also at the same time we understand construction is not fun for our neighbors, so we will do our best to minimize any disturbance to our neighbors and neighborhood.

CHAIR RASPE: Thank you for your comments. I think your architect would like to jump in with the remainder of your time.

GARY KOHLSAAT: Thank you. Good evening, everybody. I wanted to shout out to Sean Mullin for doing such an excellent Staff Report, very detailed. It’s a very difficult and complex project that we have here, as obviously it’s a challenging site.

I wanted to just briefly touch on a couple of items. I think Sean described our design approach very well; I don’t have much to add to that. But I do want to talk about a couple of the exceptions that we’re asking for, in particular the setback exception.

This lot is 83’ wide in a zone that requires a minimum of 100’, so if you look at the setbacks for an R-1:20, it’s 15’, which is 15%. What we’re asking for is 14% of the width as if it was an R-1:10; the size of this is actually more applicable of this property. That just gives us a few extra feet, 2.5’-3’, of extra width on this house due to the narrowness of the lot.

I also wanted to talk about the process. We tried very hard to avoid the firetruck turnaround. We’ve had several submittals, we’ve been in here for two years now, working with the Fire Department; they just would not budge. We went through an AMMR process, and with that process we were able to get fire clearance with the caveat that we put in this fire truck turnaround, which is why you have 15.5’ tall walls.

However, we see this as a community benefit in many ways. It makes the area safer. It will also save quite a bit of excavation off haul; we can use all of that, all the spoils from the excavation from the house that is benched into the hill and fill that thing, and that will happen right away, so now we have construction staging, which we never had before. Now we have parking for six to eight vehicles throughout the process, because it doesn’t

need to be for the Fire Department until the very end, so that's a huge benefit that I think we need to do.

I want to ask for one more exception. It's the trees that we're proposing to plant between that wall and the properly line; we're asking for the Green Giants or an Italian Cypress or something like that. These are 50'-55' away from the house, and so since we're in this Hillside Overlay, we have to abide by that. This is the only species of plant that we have that will reach 15'-20' in 4', so I'm asking for that.

CHAIR RASPE: Thank you for that presentation from both of you, and before you sit down, Commissioners, do we have questions or comments for either speaker? Commissioner Burnett.

COMMISSIONER BARNETT: Yes, thank you. You mentioned that you would use the soil from the house side for the fire pad you want to build there, is that correct?

GARY KOHLSAAT: That's correct, yes.

COMMISSIONER BURNETT: Now, you have to add additional though. I mean, you can't really use that totally. Isn't there some additional fill that would have to be?

GARY KOHLSAAT: There would still be some off haul. Yes, there will be some export, but it's greatly

reduced. My design team is here, and for technical questions I can refer to my civil engineer who can give us exact data on that, if you want, but it is in the package.

COMMISSIONER BURNETT: Yes, it was my understanding that you can't totally use that kind of soil for what you propose for a fire pad, basically.

GARY KOHLSAAT: If it's engineered properly. We've talked to our soils engineer about that and it depends on what the quality of the material is, but we're counting on that at this point until we know different.

COMMISSIONER BURNETT: Okay, thank you.

CHAIR RASPE: Commissioner Burch.

COMMISSIONER BURCH: You were a little rushed at the end, and so I was a little confused about the tree statement. Could you go back to that and explain it again.

GARY KOHLSAAT: I'll refer to the Staff Report, and it's not under trees, it's in the section under the retaining wall heights exceptions, and it's towards the end and it is pointed out that these trees are outside of the 30' zone for residents; you have to use natives outside of 30', because this is in a Hillside Design Overlay. It's not really a hillside property; it's not hillside zoning. Anybody else has the freedom to do what they want, but

since we have an application right now, we have to abide by that.

I'm asking for that exception, because we're trying to screen the wall for the neighbor down below who has been very patient with us actually and granted us a water easement as well, but we also want to create something that's going to be a little bit taller than that. We're going to have a guardrail at the edge of this wall, vehicular guardrail, but we also realize that we're elevated and we might be looking down upon them. Not that anybody is going to be there, but there is that possibility, and so we'd like to get plants that grow 20'-24' tall, and the only thing that we have in our arsenal are non-natives.

If you look at the complete list of the Town's approved trees, none of them. We have 4', and even that we're just barely making this fire truck turnaround work, so that's why I'm asking for that exception.

COMMISSIONER BURCH: Thank you. I appreciate the explanation.

CHAIR RASPE: Thank you. Yes, Commissioner Stump.

COMMISSIONER STUMP: The question that I had back in May of 2023, you obviously met with one of the neighbors, the Paspas. His takeaway was that the project is

just oversized for this lot. I'm sure you had some conversation with him. Was there any sort of outcome of that conversation, or was it just kind of agree to disagree, that we need to do what we need to do, and the neighbor has his opinion about this being oversized for the lot?

GARY KOHLSAAT: I think I would summarize that as agree to disagree. The house is 1,608, under 1,800 square feet. It's not a large home by any means. We're only asking for slight exceptions into the side setbacks and one exception into the rear setback, and mostly that's because of the shape of the lot; it has a little kink to it, and that kink is where we need the rear setback exception. But it is our opinion that this is a fairly modest home and that it is compatible size-wise, as Mr. Mullin has pointed out in his chart. It's certainly not the largest home in the area, and it doesn't have the most FAR as well, and I believe that the neighbor has the exact same FAR and a much larger home, and it's also very visible; everybody sees his home on a daily basis if you ever go drive up and down Main Street. This house is really not going to be visible.

CHAIR RASPE: Thank you. Yes, Commissioner Barnett.

COMMISSIONER BARNETT: As I understand, the exceptions you're asking for with respect to setbacks are the rear and the side, but when I saw the property, the house appeared to be right at the road. Can you comment on that?

GARY KOHLSAAT: Yeah, I'd love to. Actually, the property goes all the way down past that access road that cuts across our property and it goes all the way down to the lower fence, and that's where we're going to be building out the fire truck turnaround. That is a private drive, and so there are no setbacks from that private drive, so we're well out of the front setback.

COMMISSIONER BARNETT: I see. Well, it is a challenging lot, I'll agree with you on that.

CHAIR RASPE: Thank you. Other questions, Commissioners? I just have two quick questions.

First of all, I think it's implied in the packet and in your comments, but the Fire Department has signed off on this project as currently designed, is that correct?

GARY KOHLSAAT: That's correct, or we wouldn't be here.

CHAIR RASPE: My second is I went through my notes and there are quite few moving parts on this one. You've got the setback requests, the request with respect

to driveway, with respect to parking, driveway distance, grading depth, retaining walls, LRDA, guest parking, etc., and I think you've tried to address most of those issues, and we've previously talked about grading.

Could you briefly discuss the retaining wall height? I know we are on at least a portion of the property higher than we are customarily permitting, and this lot doesn't appear to permit the terracing of retainings. Can you address that for us?

GARY KOHLSAAT: There are two areas where we have retaining walls that are exceeding the allowable height, and one of them is in the rear. Since we're pushed up into the hillside quite a bit, we wanted to have some daylight in the back and have a very modest little yard in the back yard. In order to do that we have to have doors to come out, so we can't bring the hillside down to the home; otherwise, you'd have windows and that would be it, so when you start to move that wall, that cutback, it increases in height as the hillside continues to climb up behind the home so we're asking for minor exceptions. These walls will still be at the 5' or less height, so you're not going to see tall walls, but you wouldn't see them anyway because they're all very blocked behind the home.

There is one exception that we're up to about 8', which we're doing a double wall, we're doing a tiered wall design there, to minimize the effect of a taller wall, and it's really just to get the hillside off of the second story, the upper floor, which by the way, is a reverse floor plan, so that's where the kitchen and the dining room are, and so if you're entertaining or you just want to go outside, that's where you want to go on terra firma, because we do have a small roof deck that's built out over the home to the front, but that's still like apartment living. I mean, it's a roof deck, it's not on the ground, so if you want to have a garden, if you want to go out and be on the ground. So, that's that wall.

The other wall, the big wall, is for the fire truck turnaround.

CHAIR RASPE: Thank you for that answer. I appreciate it. Commissioners, any other questions for the Applicant? Commissioner Burch.

COMMISSIONER BURCH: Did you say you have your civil engineer here?

GARY KOHLSAAT: Yes, we do.

COMMISSIONER BURCH: Can I ask some questions about the proposed drainage on the lot? Since you are on quite hill to the road and then you've got neighbors below,

I would like to understand how you're going to mitigate draining just flowing down to the downhill neighbors.

CIVIL ENGINEER: Below the roadway we have an infiltration trench where the water will infiltrate into the ground to mitigate the pre- and post-flow rate and meet stormwater quality requirements.

COMMISSIONER BURCH: I keep trying to find your civil drawing and my computer keeps not liking this, so that's why I'm asking these questions. On the hillside itself though, how are you handling drainage from the property down to the road to mitigate excessive…

CIVIL ENGINEER: With a storm drain system. The whole storm drain is going into like an infiltration trench.

COMMISSIONER BURCH: Oh, the whole thing goes into the same?

CIVIL ENGINEER: Yes.

CHAIR RASPE: Yes, Commissioner Burnett.

COMMISSIONER BURNETT: Yes, thank you. Of the 118 conditions of approval, which are quite a few here, it's mentioned frequently that you would not be able to park any vehicles there during construction, because it is a very narrow, private road, which to me is going to be a real issue for the neighbors, and as the conditions of approval

say, you cannot park there at all; you cannot block that street. How in the world are you going to be taking up dump trucks and hauling dirt away? It seems like a real feat.

GARY KOHLSAAT: For sure, it's going to be a challenge. We have already spoken to two excellent contractors with extensive experience in hillside properties. We acknowledge that it would be a great idea, and I think we've even conceded to that maybe in the conditions—I'm not sure, I haven't read every one—that we would do a construction plan, and that we would use software that could update that construction plan on a daily or weekly basis throughout the duration of the project.

There will be times when we temporarily will have to block that access road. Given that there is another exit, we don't think it's going to be that large of any issue. The neighbor to the west of us doesn't even traverse across our property as far as I know; they just go in and out from Reservoir Road. There is another neighbor who does use that, and that's on the other side, they're 26, I believe, below Irene and Tom, and they often will use that road, and so it's just a matter of communicating with them that we may have to block the road for a little while.

PG&E just recently did that, and unfortunately, even though we requested several times for notification and signage to the neighbors, they just kind of did their PG&E thing and came out one day and just blocked the roads, so everyone got pissed off. Excuse my French.

As soon as we start excavating, we can start filling, and we will create this parking and construction pad that's just going to be amazing. It's expensive and it's extensive, but it is going to be very worthy.

COMMISSIONER BURNETT: Thank you for that. Just a follow-up, if I may, Chair?

CHAIR RASPE: Please.

COMMISSIONER BURNETT: Thank you. Do you have comments regarding what our Town Architect's comments were about the project, that it's really not a viable project, it has major constraints, and that he's very concerned about its impact on the character of the neighborhood? The frontage of the home is going to be practically right on the street itself where all the other homes are quite a few feet back from the street itself, so he did have some concerns there about the viability actually of the project.

GARY KOHLSAAT: His biggest concern, if I can paraphrase him, was that the home was very, very close to this access road. It's not a public street; it's used by

two other neighbors. We've moved it as far away from that road as possible. It's not unlike many of the other homes in the area. If you drive up Rogers Street, there are homes right on the street all up and down that road. Even on Cleland Avenue there are several homes and garages that are right on the road, and that is a public road and that's a well-traveled road, and so there are situations all over in this little pocket, so it's not different in many ways. Even the neighbor, their garage is 6' or 7', and they don't have the backup space either.

So, the exceptions that we're asking for for parking and all the kind of stuff, it's not like we're the only one that doesn't have it; nobody has parking up there. It's very old, established probably in the 1880s on this hill, so it is what it is. I think we've done a great job getting this house to be a viable project.

COMMISSIONER BURNETT: Thank you.

CHAIR RASPE: Thank you. Commissioner Stump.

COMMISSIONER STUMP: I realize this road is a private road having driven it myself and actually overshooting and then having to do a 40-point turn in the neighbor's driveway to make a U-turn. My question is do the residents on that roadway consider that to be a one-way road? In practice is that a one-way road?

GARY KOHLSAAT: No. To be honest, from my observation, it's not used as a one-way. It's used one way in and one way out, or it could be one way in and one way out, or you could just thoroughly… There are no rules on that road.

COMMISSIONER STUMP: So, the gates at the bottom of that roadway, the owners then have a clicker that they can open that gate?

GARY KOHLSAAT: Yes. Well, coming in, and entering from Reservoir proper, because this is called Reservoir Road, but on the way out there's an automatic gate opener.

COMMISSIONER STUMP: But that gate can be opened by the residents themselves?

GARY KOHLSAAT: That's correct, yes.

COMMISSIONER STUMP: Thank you.

GARY KOHLSAAT: There's really nothing formally set up, but I believe that if there is maintenance to be done on the road it would be shared pro rata, and I'm sure that that would be interesting to be a fly on the wall in that one. I have to give credit to Mary who has repaved that part of that road from her house down; I believe that she's responsible for that. I don't know if she ever got reimbursed from the other people. Irene and Tom are the

ones at the very beginning where they have the gates and house that you see there, the old Victorian home, and they just come in and out there; they rarely drive through, but they have the ability and they can if they want.

CHAIR RASPE: Very good. Commissioners, any further questions for the Applicant? Commissioner Barnett.

COMMISSIONER BARNETT: Inferring from your last comment, you're not aware of a recorded road use agreement among those property owners?

GARY KOHLSAAT: I think that came up. I don't recall if there is or not, so I'll just say that.

COMMISSIONER BARNETT: Okay, maybe this is for Staff.

GARY KOHLSAAT: Not that we're aware of.

COMMISSIONER BARNETT: Okay, then I guess the conditions might address any damage to the roadway and caused in connection with the project; I think that's one of the conditions.

GARY KOHLSAAT: Right. Yes, we'll videotape it and we'll repair anything to the satisfaction of the neighbors.

COMMISSIONER BARNETT: Okay, thank you.

CHAIR RASPE: Thank you. Commissioner, any other questions for the Applicant? Seeing none, thank you so much, and you may speak again at the end.

We have a number of speaker cards then from members of the public who wish to be heard. In no particular order, Kia Baratzadeh. If you'll approach the podium and you state your name for the record, and you'll have three minutes to speak.

KIA BARATZADEH: Good evening, my name is Kia Baratzadeh; I live at 60 Rogers Street, just the house above the proposed site of 45 Reservoir.

I am speaking as someone who approves of this project as a neighbor. I've gotten to know Farnaz, her family, and Gary over the last couple of years. They've been pretty straightforward with us, very transparent, and we see the story poles; they're giving all this information to you.

It is a challenging site, that's admitted, but we are living in the year 2025 and I think there are a lot of great solutions that can technically resolve these issues. I don't see anything here that is of concern to me as someone living above, and I would love to have Farnaz a neighbor someday, so I'd just like to say that I speak an approval of it.

CHAIR RASPE: Thank you for those comments. Commissioners, any questions? No. Thank you, sir. Next is Paul Paspa. You'll approach, state your name for the record, and you'll have three minutes to speak, sir.

PAUL PASPA: Paul Paspa. I'm at 49 Reservoir Road, and I guess we agree to disagree on at least the size of the home.

I think one thing that would be very helpful for me to really understand this project better, and maybe just for everyone here, is floor area versus how big the home is. The floor area is 1,640 square feet; that's because a number of the square footage is excluded based on the Los Gatos code that says you don't count something that's below grade, or you don't count garage space, and so a lot of the square footage of the house is not included in that 1,640 number.

The code, I believe, for that is to calculate floor area for FAR. The actual home, I believe, is 3,400 square feet living space, and so there's a big disparity between comparing 1,640 square feet floor area to what is probably listed. I mean, if I go to sell my home, I'm not going to worry about floor area, I'm going to tell them how many square feet it is. There is a big disconnect, I think, in this particular project between what is FAR, floor area,

and what is the actual livable space, and so 3,400 square feet for this area is big. Without the ADU, it's 3,000; it's still on the larger side, and it is a small, very challenging lot, no doubt about that.

So, I'm curious if we can maybe have someone, Mr. Mullin or Mr. Kohlsaat, actually talk to how they're comparing floor area to the homes in the area in terms of their actual size, because I don't consider floor area, I consider livable space; it's a big difference.

CHAIR RASPE: Thank you for your comments. Before you sit, Commissioners, any questions? Commissioner Barnett.

COMMISSIONER BARNETT: Thanks for being here tonight. You acknowledge your understanding of the Town Code, that the subterranean space would not be counted for FAR.

PAUL PASPA: Right.

COMMISSIONER BARNETT: That's a law that you understand and agree with, right?

PAUL PASPA: Do I understand and agree with it?

COMMISSIONER BARNETT: Yes.

PAUL PASPA: If for the purposes of FAR, that's fine, but for the purposes of evaluating a home's

suitability for the neighborhood, I don't think that's the right number to be using.

COMMISSIONER BARNETT: The follow-up question was for the remaining portion of the house above the grade level. Do you still object to the size of the home; is that what I heard?

PAUL PASPA: My objection is that we have a home with a livable space of 3,400 square feet and we're comparing it to homes in the area that are between 1,500 and 3,500 square feet and we're saying this is a small home and it's a challenging lot and we're kind of boxed in, but I think there is actually size to be had to scale this so that it does not encroach as much as it does today.

COMMISSIONER BARNETT: Okay, thanks.

CHAIR RASPE: Thank you. Any other questions for the speaker? Thank you, sir, for your comments. Next speaker, Andrew Watson. Mr. Watson, if you would approach, give us your name and address, and you'll have three minutes to speak.

ANDREW WATSON: My name is Andrew Watson, I'm here with my wife Kathleen, and we live at 56 Cleland Avenue, which is one of the homes just below the property in question.

We moved to our house in 1987, so we've been there for about 37 years in the same small house, about 1,500 square feet. We expect to live there for the rest of our lives. We raised two daughters there; one of them lives in Los Gatos and she may well occupy that house after we're gone.

We stayed in that house and we stayed in Los Gatos primarily because of the particular neighborhood that we're in, and part of the reason we love that neighborhood is that even though it's only a few steps from downtown Los Gatos, it is this beautiful, leafy, rural enclave, and part of that is the result of the trees in that area and in that neighborhood.

We are sympathetic to the difficulties of building. We're sympathetic to the need for new housing. We're sympathetic to these particular applicants, but we are very concerned about the removal of trees from that neighborhood. Trees die of natural causes, they die through human activity, and you can plant more, but they take a long time to grow. If you don't resist this progress, there will be a general depletion of the leafy canopy that makes that neighborhood special, so that is what we are very concerned about.

For these reasons we urge the Commission to decline permission to remove the trees. We have many other concerns about this property: about its size, about the degree to which it is going to be visible from our property, the degree to which the turnaround on the other side of the road is going to impinge on our property. Again, we're sympathetic to the needs of the Applicant, but the trees we particularly are concerned about. Thank you for listening to me.

CHAIR RASPE: Thank you for your comments. Commissioners, any questions? Vice Chair Thomas.

VICE CHAIR THOMAS: Hi, thank you, Mr. Watson, for coming tonight. My question for you is if you're concerned about the trees being removed, what changes would you want to see if you're in support of… You said you're still in support of developing the property in some way, shape, or form, but is there a specific quest?

ANDREW WATSON: I think the previous speaker suggested that if the property were scaled back in some way that maybe there wouldn't be such a need to remove those trees. Because the property is on a private road, I can't actually get access to where the trees are, so I'm not absolutely certain of which trees they are, but if they're the ones I think they are, they are impinging upon the

planned structure, so without removing them you'd have to scale the structure back a bit.

VICE CHAIR THOMAS: Okay, thank you.

CHAIR RASPE: Thank you. Any other Commissioners have questions? No. Thank you very much for your comments. Next speaker is Mary Jane Vidovich. If you'll approach and give us your name and address, and you'll have three mins to speak.

MARY JANE VIDOVICH: My name is Mary Jane Vidovich and I live next door at 47 Reservoir Road since 1990, and my daughter Janie Marie since 2007.

I see the site being challenging in that it might pose a danger. It's kind of a dangerous construction site, because it's a 20,000 square foot zoning, and after you take the road through there it's like 5,000 square feet to build the house.

There are mature oaks that I'm not sure which ones are going to be removed, but I thought the trees were already removed. There was some clearcutting by the previous owner, and then they had tree reparations. They were supposed to plant the trees and they just went and did them themselves and I think they're dead, so they didn't take that seriously, and the trees are what make the area

so beautiful, provides shade, and it's just magnificent, the trees.

I don't think the easement can handle the heavy construction equipment the way it is. It's actually not a road, the easement is all part of our lots, and actually the neighbor, Ann Cali, her property created the easement. It was proved that her garage was an old stagecoach… This was the Macabee Gopher Trap family, where they lived, and so that was to access her home. She goes out both ways, but the way she does out in the back, it hasn't been maintained or paved since I've been there since 1990, and it's very steep and it's dangerous. I just don't see the large trucks, I don't know how they're going to go in and out of there. When I get a delivery, I ask for a small truck. I think the site is too small.

This is the view out my kitchen window. It is going to be a massive structure just blocking my view, and I actually witnessed a deer getting all tangled up in that plastic when it was just put up the first time; it was very alarming to see that. I don't see this as a viable site. The day she told me she bought the property I said, "Don't buy it. There are so many other things that are of better economic value."

CHAIR RASPE: Thank you for your comments. Before you are seated, Commissioners, any questions for the speaker? No. Thank you, again, for your comments. Appreciate that. Final card from in-chamber speakers is Lee Quintana. Ms. Quintana, if you'll approach, state your name for the record, and you'll have three minutes.

LEE QUINTANA: I'm Lee Quintana. I'm a member of the Historic Preservation Committee, but I am speaking as an individual.

There are several things in my email which I had sent to Sean Mullin to ask some questions; I figured out some of those questions.

First of all, 82% of the site will be graded, and the grading goes pretty close to all the properly lines. It's going to require 1,407 cubic yards of cut and 329 cubic yards of fill. The grading goes beyond the LRDA and almost to the properly line. How much of the LRDA is graded? I don't know. How much of the home is beyond the LRDA? Again, I couldn't find those figures.

The application states that they're requesting seven exceptions; I counted between seven and twelve, depending on how you're counting them, and I came up with another one, which is regarding the underground area of the

garage that goes beyond the footprint of the house itself. So those are things I'm concerned about.

The Town Architect said that the house was consistent with other houses, but not consistent with the rural setting, and that the only way that that could be addressed is for the house to be redesigned based on the analysis of the site constraints. Everybody admits this is a very constrained site, but that's why we have the Hillside Guidelines.

Staff has said that they're concerned about whether this site has been overdeveloped; that's my concern as well.

In addition, the Applicant has admitted that the architectural program and the constraints of the site will require exceptions. One of the first things the Hillside Development Standards and Guidelines says is that before developing a program analyze the site's constraints and build to those constraints. My question is given the extent of the disruption from grading and the size of the house, whether all these exceptions are reasonable.

But in addition, if I could mention that if the ADU were considered a master bedroom suite, which it actually looks like, it would be counted as square footage

and it would be visible so that this would not qualify as a 24-foot house.

CHAIR RASPE: Thank you for your comments. Your time has expired, but before you sit down, Commissioners, any questions? Yes, Commissioner Burnett.

COMMISSIONER BURNETT: Yes, Ms. Quintana, you mentioned the ADU in your letter that you gave to the Commissioners. Could you clarify what you were talking about in that?

LEE QUINTANA: It just looks to me that what's called the ADU was planned as a master bedroom and was discovered that if it were considered a master bedroom it would exceed the FAR, because clearly the master bedroom that is on the plans on the bottom floor is much, much smaller and has a much smaller bathroom, has a much smaller closet, and the ADU as it is designed here has a huge closet with no windows or access to the outside. The only real access to this ADU, were the next owners to close off the door between the ADU and the home, would be through the bathroom; that doesn't make much sense to me. So, while it's not technically part of this application, it affects the intensity of the development on the site.

COMMISSIONER BURNETT: Thank you.

CHAIR RASPE: Thank you. Any other questions for this speaker? None. Thank you very much, Ms. Quintana. Mr. Paulson, are there any speakers on Zoom who wish to be heard on this matter?

DIRECTOR PAULSON: Thank you, Chair. I don't see any hands raised on Zoom.

CHAIR RASPE: Very good. Having received public comment, I will invite the Applicant to then come to the podium, and you'll have three minutes to address any issues which you haven't addressed previously or you wish to now speak to, having heard from the public.

GARY KOHLSAAT: Thank you very much, and we appreciate all the comments. This is a very tight-knit community. We've been working with them for quite a bit. I've gotten to know most of the neighbors through my work with just dealing with the utilities. We're removing the electric pole that's in the middle of the property; we're relocating that at our cost. We are reconnecting everybody else's electrical service. We've had to do water and sewer and the Fire Department and the shared road and everything like that, so we understand the very, very unique area and it's a very unique site.

We are confident that this home will be able to be built in a safe and effective manner with oversight by the Town.

If you look at the home, it's a two-bedroom plus an office plus an ADU. I don't have to tell you guys that we can't really talk about the ADU. Talking about FAR is how we all compare our homes, no matter what. Who knows if the homes that Sean Mullin put together in his table have basements or subterranean stuff that is not counted. So, we've done apples-to-apples; I just want to put that on the record.

I also empathize with Mary Vidovich, because she has enjoyed this open space forever, and we've done our best to minimize the impact that she would have. We're proposing landscape screening along that side; we have quite a bit of room to do that. We've put our walkway on the other side of the house, the less sensitive side, for the neighbors. So, we've really done our best to work with what we have.

Someone mentioned that we're taking out quite a bit of trees. Even if we did a smaller home, you'd still take out the same number of trees. All the trees we're taking out are in our building footprint, which yes, there's no LRDA to work with, so even if you did a smaller

home, you're still talking about the same LRDA exceptions. The only thing you're not talking about is maybe a setback exception.

I think you ought to consider all that in your decision, and again, we're here to answer any other questions that may have arisen.

CHAIR RASPE: Thank you for those comments. Commissioners, any final questions for the Applicant? Seeing none, thank you, again.

I will now close the public portion of Item 7 and invite my fellow commissioners to ask questions, provide comments, and if appropriate, to make a motion. Commissioner Burnett.

COMMISSIONER BURNETT: Thank you. I have a question for Staff. Sean, when a project comes before the Town like this, how many variances is the average? It seems like there are so many requests on this one, I'm just wondering, is this highly unusual or is this more than usual for a hillside single-family home?

SEAN MULLIN: Thank you for that question. I'll just clarify that no variances are requested, which is a technical process that's different than what we're facing here, which is exceptions that are allowed through the fact that it's a nonconforming lot—we saw a similar project

tonight on that—and the exceptions to the Hillside Guidelines, just to put that out there.

I couldn't wager a guess at the average number. I think they're probably proportional to the constraints on the site. I think it would be extremely rare to see a vacant lot in the hillside that doesn't request some sort of variances. Staff works with our applicants from the very beginning to ensure that the exceptions are minimized and that they're responsive to the site from the Town's side, so that by the time we're providing an application for consideration to the Planning Commission we've really worked hard with the Applicant to look at these carefully to see if there are opportunities to minimize them or eliminate them.

CHAIR RASPE: Thank you. Commissioners, any other questions or comments? Commissioner Barnett.

COMMISSIONER BARNETT: For Staff. We all understand that the ADU is not part of the application, but can you comment regarding Ms. Quintana's issue that there may be a question as to the validity of ADU?

SEAN MULLIN: Thank you for that question. Staff will not comment on the ADU as it is not part of this application.

COMMISSIONER BARNETT: Thank you.

CHAIR RASPE: Very good. Commissioner Stump.

COMMISSIONER STUMP: I guess full disclosure, I am a hillside resident, so to a degree I am sympathetic with what it takes to do development and realize this is not just zoned Hillside, but it's falling under the hillside… It's obvious in this particular case that this is too much house for this size of lot.

My major concerns, because I'm a safety guy, wildfire guy, is I take a look at where this house is going to sit, and like I say, I'm very sympathetic to somebody who is trying to develop, but when you take a look, the distance for the driveway from the edge of the private road is somewhere between 3'-6" and about 7'; that's my measurement, I didn't have the right scale. So, I look at that and go oh my gosh, and this is a private road. Granted, not a lot of traffic going down there, but what if somebody has a bad day driving? They have no room for error before they do what? Before they hit that house.

Then also, the distance to the covered entryway, which happens to be right on the roadway, is anywhere from 18" to 3'-6" off the roadway. Incredibly tight, and again, I realize that we probably aren't here to evaluate things on a safety basis, but to me that's a major safety issue for the resident if they are in a house that is struck by a

vehicle, and I'm sure some size trucks come down there at some point in time, so that would be my concern.

The other thing is, again, too much house and too little buildable property to address all the potential safety issues for the owner and the public in general. Again, I realize there's not a lot of public traveling down that roadway; first of all, it's nearly impossible to find.

But there are exceptions being sought to the Los Gatos Zoning ordinance, the Hillside Development Standards and Guidelines, and the Los Gatos Hillside Specific Plan, so it seems like a reduction in the scale of the residence would help to address some of the exceptions that are being requested.

I also think in light of what we're witnessing right now in Los Angeles, California we should all be sobered about development in the hillside. In fact, I want to recommend to our Commissioners that we go back and review our Hillside Development Standards and Guidelines. Why? They were developed in 2004. Were we really concerned about wildfire in 2004? I don't think so. Life has changed. It doesn't affect what we're talking about here tonight, but in the broader sense we need to go back and review our Hillside Development Standards and Guidelines. Thank you.

CHAIR RASPE: Thank you for those comments, Commissioner. Commissioners, other comments? Vice Chair Thomas, please.

VICE CHAIR THOMAS: I have a kind of random question for Staff, and I don't know if you'll be able to answer this, Mr. Mullin, but does the County allow for something other than asphalt for a fire truck turnaround? You guys might know this.

SEAN MULLIN: Thank you for that question. So, clarifying County Fire Department?

VICE CHAIR THOMAS: Yes.

SEAN MULLIN: I think they can consider that under an Alternative Means and Methods Request, which is part of what was used to grant the approval fire for the current configuration. That's not what's proposed, and I think what I've typically seen is concrete or asphalt. The surface does need to support, I believe, 75,000 pounds.

VICE CHAIR THOMAS: I don't know if it's like even engineering possible, but I was just wondering because the runoff and the non-permeability of the surface has come up multiple times, so it was something that I was kind of curious about, because it obviously could reduce some of that, and I know that gravel is not allowed on a driveway,

but this is off of a private road, so it would be a different situation with regard to Town Code.

I do have some other comments too. First, I want to say thank you to Mr. Mullin and the Applicant. I feel like we were presented with and given a lot of very thorough information, and I do really appreciate all of that tonight, and I do know from past experiences that one of the major challenges of building in an area like this is dealing with the requirements from County Fire about getting a fire truck up there and turning around, and this is an issue that has come up before.

I think with that being said, it does seem that it is difficult to build on this lot, and in a way, it seems like this really is the only solution of the space to build.

I understand that the property seems very close to the road and when I first visited it, I was like wait, what? But then I remembered it was a private road and the neighborhood is a funky neighborhood, and not just in the immediate neighborhood. There are structures right on a lot of those roads up in that area, and so I don’t necessarily have a problem with how close it is to the private road, but I am curious to hear what my fellow commissioners think about the rest of the project.

CHAIR RASPE: Thank you for those comments. Commissioners? Yes, Commissioner Burnett.

COMMISSIONER BURNETT: Yes, thank you. For me the scope of the project and the requirements to make it feasible seem to just not compute. There are so many findings that we have to go along with, and most of the findings, I don't feel that I can make them, and there are about ten of them.

I think it's too large for the property. I think there are so many constraints that I think we should recommend a redesign. It's way out of the LRDA. It's really falling flat on our Hillside Design Guidelines in so many areas. So those are my feelings.

CHAIR RASPE: Thank you for those thoughts. Vice Chair Thomas.

VICE CHAIR THOMAS: Thank you. I do have an additional question I guess for Town Staff. I don't even know if this is applicable, but at what point are…

Before I actually ask Town Staff, I do want to say that now that I've been on the Planning Commission for a couple of years, we haven't had a project in the hillsides for a while. As per my experience there is always a list of all these requests, and I know that the first time that I saw that list in a much larger development in a

much different part of town, I, too, was taken aback, because it's just not what we're used to seeing on a normal application, and I think that now that I've seen so many different projects, I do want to say that this is similar to what I've seen with the requests that they are making. I know that, Mr. Mullin, we don't have the figures or numbers on any of this and we can't compare it to previous projects as to what decision we make, but I did just want to say that from my own personal experience.

My other question is at what point—and this is for Staff-are we putting too many restrictions and not being allowed to develop the property? Are we at risk of any…if we feel like we're denying this? Thank you.

ATTORNEY WHELAN: The standard is: are the restrictions denying any economically viable use of the property? Typically, a takings argument would not come into play if a requested exception to a setback requirement or any exceptions were being requested.

VICE CHAIR THOMAS: So, if an exception is being requested, then there is no…

ATTORNEY WHELAN: The bottom-line question is does the denial make it impossible to make any economically viable use of the property? And that's a high bar.

Then, while I have the mic, there was some discussion about restoration of the private road based on damage, and the applicable Condition of Approval is #48, and the right heading reads, “Restoration of Public Improvements,” Since it’s a private road, my recommendation would be that the Commission ask that the condition heading be revised to say, “Restoration of Public Improvements and Private Road.”

VICE CHAIR THOMAS: Okay, thank you.

SEAN MULLIN: Through the Chair, if I may also add, a little bit farther down Conditions #82 and #83 require a pre- and post-pavement study, so the evaluation of the conditions before construction, and then evaluation after, and restoration of the pavement all the way up to the property site and down to Reservoir Road, those two conditions with the change suggested by the Town Attorney would cover damage to the road, as I read them.

VICE CHAIR THOMAS: Thank you. I’m not sure if this would be the case, but for any reason would the construction vehicles need to come in from the other direction and not the Reservoir Road side?

SEAN MULLIN: Thank you for that question. At the Architecture and Site level we don’t typically look that closely. We know that this is a constrained site. I have

experience working on the sister property from the lot merger from 2015; that's at the top of Rogers Street.

Construction management, traffic management, and staging is going to be a critical component on any Building Permit review. This isn't the Town's first time through a very constrained site to provide access and traffic control, so I'm confident that through the Parks and Public Works and Planning divisions that that can be handled through the Building Permit process.

VICE CHAIR THOMAS: Okay, thank you. I was just wondering if that condition of approval should be changed to the whole entirety of the road just to cover all the bases. Thank you.

SEAN MULLIN: That certainly could be included in any motion.

VICE CHAIR THOMAS: Perfect. Thanks.

CHAIR RASPE: Thank you. Yes, Commissioner Barnett.

COMMISSIONER BARNETT: A further question for Staff. What is the practical basis for the side setbacks, and if, for example, fire safety or privacy, and a connection… I didn't hear objections from the neighbors regarding the side setbacks, but the question comes to mind

about whether we should take into consideration the underlying factors of a side setback.

SEAN MULLIN: Thank you for that question. I think the foundational point of setbacks is for light, air, and space in between residences when you get down to just zoning law.

In this case, we have a property that is substandard in size by 50%, but the setbacks are still being applied from the rule of the zone, so 15’ on the sides, and they’re requesting a 2-3’ intrusion into that setback. It’s the Planning Commission’s consideration of whether that’s appropriate for the project given the constraints and the pattern in the neighborhood.

CHAIR RASPE: Thank you. Commissioner Stump.

COMMISSIONER STUMP: I need to make one last comment about this roadway. Why would you ever think of having a house on top of a road, whether it’s private or whether it’s public? You would just say that’s nuts to have it literally 18” from the roadway. I’m sorry, it just is beyond imagination, and particularly, people don’t think about it, but at some point, that road could be an emergency evacuation route. Why? Because something happens on Rogers Street. Look at what happened on Sunset Boulevard in Los Angeles. They had to move cars out with a bulldozer

because people were told to flee on foot. A tree goes down, people will say gotta go a different location. That road is not intended to be that, but desperate times call for desperate measures, and so, again, I look at a house that close to the roadway and it just does not make safety sense. Thanks.

CHAIR RASPE: Thank you for those comments. Commissioners? Is there a motion pending perhaps from one of our previous speakers, or do I have consensus yet? I don’t think we have consensus. Here, let me give you some not necessarily novel thoughts.

It seems to me that, as the Town Counsel indicated, we can’t deny the ability to build anything. There has to be an economically viable use of that property, so we can’t say no to everything. What we can do is say let’s build the most reasonable house there, but that also works for the residents. Otherwise, the Town faces legal action if we don’t allow any kind of use, but more than that, it just simply isn’t right. We have to let people build their homes where it is safe.

Is that this home? That’s what I’m torn on. This lot should be developed, and this lot should be developed into somebody’s dream home where they can care for themselves, care for their aging parents, their children,

whatever the situation is. I'm not 100% certain that that's what we're presented with this evening.

My understanding is that there was a previous attempt to develop this lot and that that also didn't proceed because there are so many challenges to this lot, so I don't know what the structure on this residence ultimately will look like, and it may be this structure; I'm not saying this one shouldn't be developed, I'm just saying we have to let something develop here. Can we do better? I'm not sure.

My question to my Commissioners is how would we improve this structure? I think Commissioner Stump would say move it back off the street and perhaps make it smaller. Commissioners, I look forward to your thoughts. Are there any suggestions on this? Either we allow it tonight as it has been presented, or we have to give some constructive criticism as to what is it that will work on this lot? Vice Chair Thomas.

VICE CHAIR THOMAS: I agree with the Chair, and I want to echo what you just said. I hope that we can come to some sort of consensus as a commission about this. It is a difficult property to develop on, however, I do not think that we can deny it because it's close to the private road. There are other houses on this private road that are on the

road also, so I don't think that that is a safety concern that we are being asked to look at in the zoning regulations and the Residential Design Guidelines, because it's a private road.

I don't think that's what we should be considering right now, and I am concerned that with any development on this property there are going to be issues. There are going to have to be some trees that are possibly removed. There are going to have to be obviously a lot of grading that's done. There is obviously going to have to be the fire truck turnaround put in.

So, considering those things, are there any suggestions? Which I know you kind of just asked that, but I do agree. I think that if there are any suggestions from fellow commissioners about any changes that could address any of the issues that were here spoken, I would love to hear that.

CHAIR RASPE: Commissioner Burch.

COMMISSIONER BURCH: To me, the best way to attack it is to maybe go down the list. We've got the driveway access road width, off-street parking, and grading depth. If I, myself, say let's take that structure, I think maybe that's the easiest for us rather than we jump all over the place.

The access road width is what it is, and it sounds like it’s going to be somewhat widened, which I think is good at that point for a fire truck. My one question I had written down even before getting here was double check about fire.

Off-street parking: I don’t really see where there is off-street parking anywhere else on this road.

The driveway backup distance: I don’t see that what they have is any different necessarily with the neighbor house, because I also had like a 75-point turn in front of their house; I was so worried I was going to go off the hill.

The grading depths: I don't know that there is going to be anything built on this property that is not going to have extensive grading.

The retaining wall height: I actually think the fact that you’re putting in the 15’ retaining wall to allow for the fire truck, I don't know how you get around that. Anything else on this that is going to be built is going to have to have retaining walls; that’s just based on the slope.

The buildings outside the LRDA: the LRDA doesn’t look buildable.

Guest parking: I have never made a decision based on guest parking, so I'm not going to today.

Tree impacts: I walked the perimeter and the site and all around and I feel like anything that is going to be built there has got the trees being removed. I think probably what's important really is to talk about what is going to be planted back for privacy for the neighbors, for soil erosion, for all those things.

I have a hard time saying the setbacks on the sides; this is a nonconforming tiny lot. I also have a hard time seeing how you build in something… I've got a couple of kids; I'm not going to tell anyone else you can't build a house that at some point couldn't house kids.

So, I'm uncomfortable saying I'm going to either deny of continue something based on it just doesn't feel right. We have to be here to be constructive, and so I think we should each go down this ourselves and say here's where I have issues, and then provide something constructive, because my recommendation will be if we're not going to improve it, we continue this, but we continue it with clear direction.

CHAIR RASPE: Thank you. I thought that was a very useful discussion. Commissioners, you've heard the checklist items of what Commissioner Burch has, and we all

have it in our packet. If there are any specific items off that list that you would like to see changed in this project, starting on page 7 of our Staff Report, you could list those now during open session; that would be great. Or, if you have none and are willing to approve the project as it is, you can say that as well. I'll just go down the line.

I'll start with the Vice Chair. I'll do it this way: I'll raise the topic and each Commissioner can state whether they have a suggestion on that. Setbacks: the rear and side setbacks. Commissioners, challenges? Everybody is fine with setbacks as is? Okay.

VICE CHAIR THOMAS: I just want to second that I feel like I can make the findings, because it is a nonconforming lot.

CHAIR RASPE: Very good. The driveway width: I think as Vice Chair Burch said, it is what it is. They're doing the best they can on their lot.

The parking: the side-by-side versus the tandem. No, no issues there.

Driveway distance: Commissioner Stump, is this the issue you have, the 18' versus 3'-6"?

COMMISSIONER STUMP: Still, being so close to the roadway, and again, you would say how can that be

addressed? Well, can they offer something less than about a 3,500 square foot home? Can this home be drawn back a little bit? Maybe they need to skuttle the patio; it's on the back side. I don't know what kind of excavation that's going to be under. Probably not a lot, so that probably is not… I don't know, is that included in the setback, the patio? No. But anyway, I'm just saying that perhaps we could be offered a project that has a smaller footprint, and they can keep everything on the sides and in the back. That would be my recommendation of at least an immediate solution for this evening.

CHAIR RASPE: Very good. Commissioner Barnett.

COMMISSIONER BARNETT: Just to follow-up on that comment, I haven't heard from Staff that we have jurisdiction to address the proximity of the house to the road, because it's a private road, and I was shocked to look at it and see it right on the verge of the read there. I guess I need clarification as to whether we're allowed to consider that or not.

SEAN MULLIN: I can start, and if the Director wants to jump in to assist. The Town Code does not require setbacks from private easements for ingress and egress like this. Does it meet the Zoning Code perspective? It does meet the Zoning Code perspective. The Planning Commission

can consider some of the things that you're talking about regarding whether it's appropriate and fitting for the site.

DIRECTOR PAULSON: I'll just add, through the Chair, I think the purview here is not a setback issue in the technical realm of setbacks, but it is the driveway depth, which is what is being called out, so that's what the purview is in this instance for the Planning Commission.

CHAIR RASPE: Any other comments on driveway distance or (inaudible)? Seeing none, then the grading depth. Looks like there is a request to take more than usually permissible amount of grade. Concerns? Seeing none.

The retaining wall heights: We've had a pretty vigorous discussion on retaining wall heights. Any further problems? Yes, Vice Chair Thomas.

VICE CHAIR THOMAS: I just wanted to say that when I visited the site and looked at it, this was one of the things that I really considered and thought about in addition to the visibility on all the other roads in the neighborhood and from downtown and everything; because again, 15' seems high, like tall, but it seemed like because of the location of the lot away from the public roads, and obviously this is necessary, so that's why I

feel like I don't personally have an issue with the retaining wall height.

CHAIR RASPE: Thank you for those comments. Next issue, the LRDA: Apparently, I think we've addressed that there is not a reasonable workaround on the LRDA issue. Yes, Commissioner Burnett.

COMMISSIONER BURNETT: I think that's one of my major concerns, because our Design Guidelines are very clear about the LRDA, Least Restrictive Development Area, and this home extends way outside of it. I think it's there for a reason. When the Design Guidelines for hillsides was made up it was based on facts about hillside quality and the structure in a hillside. That's probably the one I have the most problem with.

As well as length of the driveway, backing out, and you're going to have a tandem parking which is also unusual. Usually, you're supposed to have two spaces, but it's going to be tandem, so you're going to have two cars in there and you have a 3' driveway.

And then you have a private road, and they can probably use the fire pad to pull out, but you can't park there ever; it can't be used as a parking space.

Then you have neighbors coming up the hill.

I think it's just fraught with issues, so I'm for a redesign; that's my feelings. There are so many questions and so many issues.

CHAIR RASPE: I appreciate your comments. Commissioner Barnett, on the LRDA?

COMMISSIONER BARNETT: On the LRDA, what we heard from the architect is there's no way to build a house up there without violating the LRDA, and in light of our Town Attorney's comment, I think we have to go along with what is proposed.

CHAIR RASPE: Thank you for those comments. Anything else on our LRDA?

Next will be guest parking: As we discussed, there is less than the usual number of guest parking spots. Yes, Commissioner Stump.

COMMISSIONER STUMP: Okay, I like guests. There are going to be two parking spaces that are going to be tandem, and then they're offering one guest. I realize we're not talking about an ADU tonight, but this attached ADU has no parking requirement, so if at some point it were used as a non-family ADU, someone may have a car and that may take up the one guest parking space.

Across from 47 Reservoir Road there is a parking strip that probably allows probably up to four cars. How do

I know? Because it says, “No Parking,” and I parked in it while I was visiting, because there was no other place to park, so I figured if they kick me out, they kick me out.

But there is parking obviously for 47 Reservoir Road, and I think we shouldn’t be too hasty to say two parking spaces plus a guest if that is a totally impossible place to have guests because of the location and, say, you need to walk up from downtown to get to our home, or I’m going to bring you in via bus, etc. I realize it’s a very personal thing for the owner. Does the owner really do any entertaining? Is that a challenge? That’s certainly a factor to think about from her perspective, not necessarily ours, but wouldn’t be giving up all of that parking at this point in time. I realize there may be no option, because obviously the Fire Truck turnaround cannot be used for parking.

CHAIR RASPE: Thank you very much. And the last issue, trees: We’ve heard about the removal of ten protected trees, 32 new trees be planted in, and I think we’ve had some discussion about sizing and location of those trees. Any further comments, Commissioners?

COMMISSIONER STUMP: By the way, even though my last name is Stump, I do like trees, but keep in mind, we’re in a very high fire hazard severity zone. I do not

know where 32 trees are going to go up there or what their size are. I heard mention of Italian Cypress, and I'm like Roman candle, because that's exactly what they are as far as their ability to burn; they're like a juniper. So, I don't get to whacked out about tree removal and tree replacement, because I think they will do a fine job. I would just question is 32 the right number, and are we requiring that? That seems like an extensive amount of trees.

CHAIR RASPE: Very good. Vice Chair Thomas.

VICE CHAIR THOMAS: But actually, Staff, could you address when the tree replacement occurs, and then also in lieu possibilities for certain sites in the Town Code? Thanks.

SEAN MULLIN: Thank you for that question. Based on the canopy size and the requirements in the Town Code, it looks like 25 trees at the 24" box size are required to offset the proposed removal. The Applicant, I believe, is pursuing that at a minimum.

Regarding in lieu, the Applicant always has the option with a Tree Removal Permit to request in lieu fees rather than planting onsite, depending on the shape of any approval of the project.

VICE CHAIR THOMAS: Thank you.

CHAIR RASPE: Very good. Yes, Commissioner Burnett.

COMMISSIONER BURNETT: I just wanted to clarify about the LRDA; I think there may have been some confusion. It is in the Staff Report that much of the proposed residence would extend outside of the LRDA limits due to the limited area of the LRDA; I just wanted to clarify that.

CHAIR RASPE: I think the point is, and Counsel can correct me if I'm wrong, there's no way to build on that site without violating the LRDA, and we can't completely prohibit construction on that site.

DIRECTOR PAULSON: I'll start, through the Chair. I think Sheet 3-A shows where the LRDA is, which consists of the existing roadway, and then the upper third of the lot, which is at the top of the lot, which would be predominantly in the setback. Everything else is not in the LRDA, so the statement the Chair has made is correct, and we can go over that with you offline as well.

COMMISSIONER BURNETT: Thank you.

CHAIR RASPE: Per my notes, that takes care of the list of exceptions being sought. The ones that the Planning Commission finds troublesome would be the driveway distance; guest parking, which I will throw in there the

overall parking situation; and I think trees were mentioned, but I think trees is resolved.

It seems to me that the open issues, as far as we are concerned, are the parking and driveway issues, taking aside from perhaps just the overall size of the project, which again, my understanding, if Staff is correct, they're within legal limit on size; they're not asking for a variance on size.

SEAN MULLIN: Thank you for that question. That's correct.

CHAIR RASPE: So those are the only issues for us: driveway size and guest parking; those are the only trouble spots we see. I guess we could ask, Commissioners, are you ready to approve the project with the current allocation on those two issues, or are we doing to ask for a redesign on those two issues? Commissioners, I welcome your thoughts. Yes, Commissioner Burch.

COMMISSIONER BURCH: Based on the discussion I heard, I would be approving the application as it stands tonight.

CHAIR RASPE: Thank you. Vice Chair Thomas.

VICE CHAIR THOMAS: I agree, and I think that if we were asking for a redesign with regard to parking, it would require additional fill and basically making the

turnaround larger so that it could add parking spots, which I think would cause other issues for not just drainage, but extra grading, and other issues that neighbors brought up, so I'm not sure if there's really a good solution to that problem.

CHAIR RASPE: Thank you. Any other Commission thoughts? Commissioner Barnett.

COMMISSIONER BARNETT: I think that the request for the exceptions is valid and warranted.

CHAIR RASPE: Very good. It also strikes me that we are in a position with an even number of Commissioners; hopefully that's not an issue.

I'm going to just echo my previous comments, and I think going through Commissioner Burch's exercise has actually proved helpful. I think it's right to say that there are certain things here that are troublesome, but once you go through the list, it seems to me, again, it's an imperfect project, but it's probably among the best we're going to see for this location, so I would vote to approve the project as presented.

Commissioners, with that, Commissioner Burch, can I ask you to make the motion on your first night?

COMMISSIONER BURCH: I'm so rusty at this. Yes, thank you. I move to approve the single-family residence

located at 45 Reservoir Road, APN 529-33-054, Architecture and Site Application S-22-048. I can make the findings… Do I need to read all these, or can I say make the findings as listed?

ATTORNEY WHELAN: You could make the findings as listed in the Staff Report.

COMMISSIONER BURCH: As listed in the Staff Report.

ATTORNEY WHELAN: Did you want to include the amendment to the conditions of approval?

COMMISSIONER BURCH: Oh, yes, thank you. Can we make an amendment to #48 in the Condition of Approval that the restoration of the roads is not just public but private road?

DIRECTOR PAULSON: Thank you, and through the Chair, then just the last piece is with the conditions in Exhibit 3 and the development plans in Exhibit 12.

CHAIR RASPE: Motion so amended?

COMMISSIONER BURCH: Yes.

CHAIR RASPE: Thank you. Do I have a second? Commissioner Barnett.

COMMISSIONER BARNETT: Second the motion.

CHAIR RASPE: Thank you. I have a first and a second. Discussion? Then by a show of hands, all those in

favor. Those opposed? The motion carries 4-2. Mr. Paulson, do we have appeal rights?

DIRECTOR PAULSON: Yes, thank you. Anyone not satisfied with the decision of the Planning Commission can appeal to the Town Council. There is a fee for filing the appeal. The appeal must be filed within ten days, and the forms are available here at Town Hall and online.

CHAIR RASPE: Thank you so much.

(END)

This Page Intentionally Left Blank

TOWN OF LOS GATOS
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
(408) 354-6872 Fax (408) 354-7593

CIVIC CENTER
110 E. MAIN STREET
LOS GATOS, CA 95030

January 9, 2025

Gary Kohlsaat
51 University Avenue, Suite L
Los Gatos, CA 95030
Via Email

RE: **45 Reservoir Road**
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. Located at 45 Reservoir Road. APN 529-33-054.. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.
Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

At its meeting of January 8, 2025, the Town of Los Gatos Planning Commission approved the above referenced application.

The attached conditions of approval will not be final until the Planning Commission has approved the January 8, 2025, meeting minutes at their next meeting, confirming any additional or modified conditions of approval for the project in the underlined font. You will be notified in writing once the Planning Commission has approved the minutes.

PLEASE NOTE: Pursuant to Section 29.20.275 of the Town Code, this approval may be appealed to the Town Council within 10 days of the date the approval is granted. Therefore, this action for approval should not be considered final, and no permits by the Town will be issued until the appeal period has passed.

If you have any questions, I can be contacted by email at smullin@losgatosca.gov.

Best regards,

Sean Mullin, AICP
Planning Manager

Cc: Farnaz Agahian, via email

PLANNING COMMISSION – *January 8, 2025*
CONDITIONS OF APPROVAL

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, DRC, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.

DRAFT

9. LANDSCAPE SPECIES: Revise all landscape species to be consistent with the Hillside Development Standards and Guidelines.
10. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.
11. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
12. STORY POLES/PROJECT IDENTIFICATION SIGNAGE: Story poles and/or project identification signage on the project site shall be removed within 30 days of approval of the Architecture & Site application.
13. EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards & Guidelines.
14. DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards & Guidelines.
15. MAINTENANCE AGREEMENT: Following the issuance of a certificate of occupancy, the property owner shall execute a five-year maintenance agreement with the Town that the property owner agrees to protect and maintain the trees shown to remain on the approved plans, trees planted as part of the tree replacement requirements, and guarantees that said trees will always be in a healthy condition during the term of the maintenance agreement.
16. TREE DEED RESTRICTION: Prior to issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that identifies the on-site trees that were used to provide screening in the visibility analysis and requires their replacement if they die or are removed.
17. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If

DRAFT

the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

18. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.

    If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

    If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

    a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.

b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

19. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.
    b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.
    c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.
    d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.
20. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.

DRAFT

a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.
b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.
c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

   Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

21. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded

basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

22. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

23. PERMITS REQUIRED: A Building Permit is required for the construction of the new single-family residence and attached garage. An additional Building Permit will be required for the PV System that is required by the California Energy Code.
24. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12, including locally adopted Reach Codes.
25. CONDITIONS OF APPROVAL: The Conditions of Approval must be blue lined in full on the cover sheet of the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
26. BUILDING & SUITE NUMBERS: Submit requests for new building addresses to the Building Division prior to submitting for the building permit application process.
27. SIZE OF PLANS: Minimum size 24" x 36", maximum size 30" x 42".
28. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.
29. SHORING: Shoring plans and calculations will be required for all excavations which exceed five (5) feet in depth, or which remove lateral support from any existing building, adjacent property, or the public right-of-way. Shoring plans and calculations shall be prepared by a California licensed engineer and shall confirm to the Cal/OSHA regulations.
30. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation

DRAFT

c. Foundation corner locations
d. Retaining wall(s) locations and elevations

31. TITLE 24 ENERGY COMPLIANCE: All required California Title 24 Energy Compliance Forms must be blue-lined (sticky-backed), i.e., directly printed, onto a plan sheet.
32. TOWN RESIDENTIAL ACCESSIBILITY STANDARDS: New residential units shall be designed with adaptability features for single-family residences per Town Resolution 1994-61:
    a. Wood backing (2" x 8" minimum) shall be provided in all bathroom walls, at water closets, showers, and bathtubs, located 34 inches from the floor to the center of the backing, suitable for the installation of grab bars if needed in the future.
    b. All passage doors shall be at least 32-inch-wide doors on the accessible floor level.
    c. The primary entrance door shall be a 36-inch-wide door including a 5'x 5' level landing, no more than 1 inch out of plane with the immediate interior floor level and with an 18-inch clearance at interior strike edge.
    d. A door buzzer, bell or chime shall be hard wired at primary entrance.
33. BACKWATER VALVE: The scope of this project may require the installation of a sanitary sewer backwater valve per Town Ordinance 6.50.025. Please provide information on the plans if a backwater valve is required and the location of the installation. The Town of Los Gatos Ordinance and West Valley Sanitation District (WVSD) requires backwater valves on drainage piping serving fixtures that have flood level rims less than 12 inches above the elevation of the next upstream manhole.
34. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
35. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2019 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
36. PROVIDE DEFENSIBLE SPACE/FIRE BREAK LANDSCAPING PLAN: Prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
37. PRIOR TO FINAL INSPECTION: Provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.
38. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
39. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be part of the plan submittal as the second page. The specification sheet is available online at www.losgatosca.gov/building.
40. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:

DRAFT

a. Community Development – Planning Division: (408) 354-6874
b. Engineering/Parks & Public Works Department: (408) 399-5771
c. Santa Clara County Fire Department: (408) 378-4010
d. West Valley Sanitation District: (408) 378-2407
e. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS & PUBLIC WORKS:

Engineering Division

41. GENERAL: All public improvements shall be made according to the latest adopted Town Standard Plans, Standard Specifications and Engineering Design Standards. All work shall conform to the applicable Town ordinances. The adjacent public right-of-way shall be kept clear of all job-related mud, silt, concrete, dirt and other construction debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless an encroachment permit is issued by the Engineering Division of the Parks and Public Works Department. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the issuance of correction notices, citations, or stop work orders and the Town performing the required maintenance at the Owner's expense.
42. PAYMENT OPTIONS:
    a. All payments regarding fees and deposits can be mailed to:
    Town of Los Gatos PPW – Attn: Engineering Dept
    41 Miles Avenue
    Los Gatos, CA 95030

    Or hand deliver/drop off payment in engineering lock box
    Checks made out to **"Town of Los Gatos"** and should mention **address and application number** on memo/note line.
43. APPROVAL: This application shall be completed in accordance with all the conditions of approval listed below and in substantial compliance with the latest reviewed and approved development plans. Any changes or modifications to the approved plans or conditions of approvals shall be approved by the Town Engineer.
44. CONSTRUCTION PLAN REQUIREMENTS: Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website.
45. CHANGE OF OCCUPANCY: Prior to initial occupancy and any subsequent change in use or occupancy of any non-residential condominium space, the buyer or the new or existing occupant shall apply to the Community Development Department and obtain approval for use determination and building permit and obtain inspection approval for any necessary work to establish the use and/or occupancy consistent with that intended.
46. GENERAL LIABILITY INSURANCE: The property owner shall provide proof of insurance to

DRAFT

the Town on a yearly basis. In addition to general coverage, the policy must cover all elements encroaching into the Town's right-of-way.

47. PUBLIC WORKS INSPECTIONS: The Owner, Applicant and/or Developer or their representative shall notify the Engineering Inspector at least twenty-four (24) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all work in the Town's right-of-way. Failure to do so will result in penalties and rejection of any work that occurred without inspection.
48. RESTORATION OF PUBLIC AND PRIVATE IMPROVEMENTS: The Owner, Applicant and/or Developer or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner, Applicant and/or Developer or their representative's operations. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired and replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed, therefore. Existing improvement to be repaired or replaced shall be at the direction of the Engineering Construction Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the Engineering Construction Inspector shall be completed before the issuance of a certificate of occupancy. The Owner, Applicant and/or Developer or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.
49. PLAN CHECK FEES: Plan check fees associated with the Grading Permit shall be deposited with the Engineering Division of the Parks and Public Works Department prior to the commencement of plan check review.
50. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
51. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of permits or recordation of maps.
52. DESIGN CHANGES: Any proposed changes to the approved plans shall be subject to the approval of the Town prior to the commencement of any and all altered work. The Owner's project engineer shall notify, in writing, the Town Engineer at least seventy-two (72) hours in advance of all the proposed changes. Any approved changes shall be incorporated into the final "as-built" plans.
53. PLANS AND STUDIES: All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California and submitted to the Town Engineer for review and approval. Additionally, any post-project traffic or parking counts, or other studies imposed by the Planning Commission or Town Council shall be funded by the Owner, Applicant and/or Developer.
54. GRADING PERMIT DETERMINATION DURING CONSTRUCTION DRAWINGS: In the event that, during the production of construction drawings and/or during construction of the plans approved with this application by the Town of Los Gatos, it is determined that a grading permit would be required as described in Chapter 12, Article II (Grading Permit) of

DRAFT

the Town Code of the Town of Los Gatos, an Architecture and Site Application would need to be submitted by the Owner for review and approval by the Development Review Committee prior to applying for a grading permit.

55. ILLEGAL GRADING: Per the Town's Comprehensive Fee Schedule, applications for work unlawfully completed shall be charged double the current fee. As a result, the required grading permit fees associated with an application for grading will be charged accordingly.
    a. DUST CONTROL: Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three (3) times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets shall be cleaned by street sweepers or by hand as often as deemed necessary by the Town Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one (1) late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Town. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed twenty (20) miles per hour (MPH). All trucks hauling soil, sand, or other loose debris shall be covered.
56. CONSTRUCTION ACTIVITIES: All construction shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinance, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
57. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris SHALL NOT be washed into the Town's storm drains.
58. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
59. GOOD HOUSEKEEPING: Good housekeeping practices shall be observed at all times during the course of construction. All construction shall be diligently supervised by a person, or persons authorized to do so at all times during working hours. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in penalties and/or the Town performing the required maintenance at the Owner's expense
60. SITE DESIGN MEASURES: This project shall incorporate at least one of the following measures:
    a. Protect sensitive areas and minimize changes to the natural topography.
    b. Minimize impervious surface areas.
    c. Direct roof downspouts to vegetated areas.

DRAFT

d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
e. Use landscaping to treat stormwater.

61. CONSTRUCTION HOURS: All subdivision improvements and site improvements construction activities, including the delivery of construction materials, labors, heavy equipment, supplies, etc., shall be limited to the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays. The Town may authorize, on a case-by-case basis, alternate construction hours. The Owner, Applicant and/or Developer shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
62. CONSTRUCTION NOISE: Between the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet from the source. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.
63. SANITARY SEWER CLEANOUT: Sanitary sewer cleanouts shall be relocated within the property in question.
64. PRECONSTRUCTION MEETING: Prior to issuance of any grading or building permits or the commencement of any site work, the general contractor shall:
    a. Along with the Owner, Applicant and/or Developer, attend a pre-construction meeting with the Town Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters.
    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them as well prior to commencing any work, and that a copy of the project conditions of approval will be posted on-site at all times during construction.
65. CONSTRUCTION VEHICLE PARKING: Construction vehicle parking within the public right-of- way will only be allowed if it does not cause access or safety problems as determined by the Town.
66. STREET/SIDEWALK CLOSURE: Any proposed blockage or partial closure of the street and/or sidewalk requires an encroachment permit. Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.
67. GRADING PERMIT: A grading permit is required for all site grading and drainage work except for exemptions listed in Section 12.20.015 of The Code of the Town of Los Gatos (Grading Ordinance). Grading work taking place either simultaneously, on-site is considered eligible for the grading permit process and could be counted toward quantities, depending on permit status. After the preceding Architecture and Site Application has been approved by the respective deciding body and the appeal period has passed, the grading permit application with grading plans and associated required materials shall be submitted via email to the PPW engineer assigned to the A&S review. Plan check fees (determined after initial submittal) shall be sent to the Engineering Division of the Parks and Public Works

DRAFT

Department located at 41 Miles Avenue. The grading plans shall include topographic map/existing conditions, final grading, drainage, retaining wall location(s), driveway, utility sheet and erosion control. Grading plans shall list earthwork quantities and a table of existing and proposed impervious areas. Unless specifically allowed by the Director of Parks and Public Works, the grading permit will be issued concurrently with the building permit. The grading permit is for work outside the building footprint(s). Prior to Engineering signing off and closing out on the issued grading permit, the Owner's soils engineer shall verify, with a stamped and signed letter, that the grading activities were completed per plans and per the requirements as noted in the soils report. A separate building permit, issued by the Building Department, located at 110 E. Main Street, is needed for grading within the building footprint.

68. SECURITY OF PERFORMANCE: Prior to approval of the grading permit, the applicant shall provide security for the performance of the work described and delineated on the approved grading plans. The form of security shall be one (1) or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney
    a. Bond or bonds issued by one (1) or more duly authorized corporate sureties on a form approved by the Town.
    b. Deposit, with the Town, money, negotiable bonds of the kind approved for securing deposits of public monies, or other instrument of credit from one (1) or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment.
69. GRADING ACTIVITY RESTRICTIONS: Upon receipt of a grading permit, any and all grading activities and operations shall not occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15).
70. CONSTRUCTION EASEMENT: Prior to the issuance of a grading or building permit, it shall be the sole responsibility of the Owner, Applicant and/or Developer to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed. Proof of agreement/approval is required prior to the issuance of any Permit.
71. DRAINAGE STUDY: Prior to the issuance of any grading or building permits, the following drainage studies shall be submitted to and approved by the Town Engineer: a drainage study of the project including diversions, off-site areas that drain onto and/or through the project, and justification of any diversions; a drainage study evidencing that the proposed drainage patterns will not overload the existing storm drain facilities; and detailed drainage studies indicating how the project grading, in conjunction with the drainage conveyance systems (including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding) will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood.
72. DRAINAGE IMPROVEMENT: Prior to the issuance of any grading permits, the Owner, Applicant and/or Developer shall: a) design provisions for surface drainage; and b) design all necessary storm drain facilities extending to a satisfactory point of disposal for the

proper control and disposal of storm runoff; and c) provide a recorded copy of any required easements to the Town.

73. TREE REMOVAL: Copies of all necessary tree removal permits shall be provided prior to the issuance of a building permit. An arborist report may be necessary.
74. SURVEYING CONTROLS: Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer qualified to practice land surveying, for the following items:
    a. Retaining wall: top of wall elevations and locations.
    b. Toe and top of cut and fill slopes.
75. RETAINING WALLS: A building permit, issued by the Building Department, located at 110 E. Main Street, may be required for site retaining walls. Walls are not approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
76. PROXIMITY OF RETAINING WALLS TO ADJACENT BUILDINGS: Prior to the issuance of a grading or building permit, structural details for the proposed retaining walls located immediately adjacent to or in the immediate vicinity of existing buildings on adjoining lots shall be submitted confirming that said walls will not negatively affect the structural integrity of these buildings.
77. WEST VALLEY SANITATION DISTRICT: All sewer connection and treatment plant capacity fees shall be paid either immediately prior to the issuance of a sewer connection permit. Written confirmation of payment of these fees shall be provided prior to issuance of the Grading Permit.
78. GEOLOGY AND SOILS MITIGATION MEASURE: A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. All recommendations of the investigation shall be incorporated into project plans.
79. GEOTECHNICAL/GEOLOGICAL ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner’s soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing shall be documented in an “as-built” letter/report prepared by the Owner’s soils engineer and submitted to the Town before a certificate of occupancy is granted.
80. FENCES: Fences between all adjacent parcels will need to be located on the property lines/boundary lines. Any existing fences that encroach into the neighbor’s property will need to be removed and replaced to the correct location of the boundary lines before a Certificate of Occupancy for any new building can be issued. Waiver of this condition will require signed and notarized letters from all affected neighbors.
81. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of any building or grading permit, the Owner shall pay the project's proportional share of transportation improvements

DRAFT

needed to serve cumulative development within the Town of Los Gatos. The fee amount will be based upon the Town Council resolution in effect at the time the building permit is issued.

82. PRECONSTRUCTION PAVEMENT SURVEY: Prior to issuance of any grading or building permit, the Owner, Applicant and/or Developer shall complete a pavement condition survey documenting the extent of existing pavement defects using a smartphone video (in Landscape orientation only) or digital video camera. The survey shall extend the length of Reservoir Road and the connecting private access driveway. The results shall be documented in a report and submitted to the Town for review.
83. POSTCONSTRUCTION PAVEMENT SURVEY: The Owner, Applicant and/or Developer shall complete a pavement condition survey covering the same sections of roads documented in the Preconstruction Pavement Survey to determine whether road damage occurred as a result of project construction and whether there were changes in pavement strength. Rehabilitation improvements required to restore the pavement to pre-construction condition. The results shall be documented in a report and submitted to the Town for review and approval before a Certificate of Occupancy for any new building can be issued. The Owner, Applicant and/or Developer shall be responsible for completing any required road repairs prior to release of the faithful performance bond.
84. ON-SITE/OFF-SITE PARKING: Parking spaces shall be paved with a compacted base not less than four (4) inches thick, surfaced with asphaltic concrete or Portland cement concrete pavement or other surfacing (e.g.: permeable paving materials, interlocking pavers and ribbon strip driveways) approved by the Town Engineer.
85. TRAFFIC CONTROL PLAN: If a traffic control plan is required, it must be submitted and approved by the Town Engineer prior to the issuance of an encroachment, grading or building permit. This plan shall include, but not be limited to, the following measures:
    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, special events, and other projects in the area. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.
    b. Flag persons shall be placed at locations necessary to control one-way traffic flow. All flag persons shall have the capability of communicating with each other to coordinate the operation.
    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation.
86. HAULING OF SOIL: Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Director of Parks and Public Works. Prior to the issuance of a grading or building permit, the Owner and/or Applicant or their representative shall work with the Town Building Department and Engineering Division Inspectors to devise a traffic control plan to ensure safe and efficient traffic flow under periods when soil is hauled on or off the project site. This may include but is not limited to provisions for the Owner and/or Applicant to place construction notification signs noting the dates and time of construction and hauling activities or providing additional traffic

DRAFT

control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand, and other loose debris.

87. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any grading or building permits, the Owner and/or Applicant's design consultant shall submit a construction management plan sheet (full-size) within the plan set that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, materials storage area(s), construction trailer(s), concrete washout(s) and proposed portable restroom locations. Please refer to the Town's Construction Management Plan Guidelines document for additional information.
88. SHARED PRIVATE STREET: The private street accessing the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
89. EMERGENCY VEHICLE ACCESS: The Emergency Vehicle Access Easement (EVAE) that traverses the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
90. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any grading or building permits, the Owner, Applicant and/or Developer shall coordinate with the Santa Clara County Fire Department to ensure that any proposed modifications to the Emergency Vehicle Access Easement that traverses the Project Site are curvilinear, allows for the Department's equipment to travel across said easement, and meets all Department specifications. Plans shall be submitted to the Santa Clara County Fire Department for approval prior to construction.
91. WVSD (West Valley Sanitation District): Sanitary sewer laterals are televised by West Valley Sanitation District and approved by the Town of Los Gatos before they are used. A Sanitary Sewer Clean-out is required at the property line, within one (1) foot of the property line, or at a location specified by the Town.
92. SANITARY SEWER BACKWATER VALVE: Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Building Official. The Town shall not incur any liability or responsibility for damage resulting from a sewer overflow where the property owner or other person has failed to install a backwater valve as defined in the Uniform Plumbing Code adopted by the Town and maintain such device in a functional operation condition.

    Evidence of West Sanitation District's decision on whether a backwater device is needed shall be provided prior to the issuance of a building permit.
93. RELOCATION OF TRASH AND RECYCLING COLLECTION LOCATION: Prior to the issuance of any permits, an approval letter from West Valley Collection & Recycling accepting the

trash and recycling collection locations shall be provided to the Town.

94. BEST MANAGEMENT PRACTICES (BMPs): The Owner, Applicant and/or Developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Best Management Practices (BMPs) shall be maintained and be placed for all areas that have been graded or disturbed and for all material, equipment and/or operations that need protection. Removal of BMPs (temporary removal during construction activities) shall be replaced at the end of each working day. Failure to comply with the construction BMP will result in the issuance of correction notices, citations, or stop work orders.
95. INFILTRATION TRENCHES: The following requirements apply to the proposed infiltration trenches:
    a. Prior to completion of the Final Stormwater Control Plan, a geotechnical engineer shall review the design of the infiltration trenches and retaining walls along the portion of the road within the property boundary and determine whether additional structural supports are needed to ensure stability of the road and the adjacent hillside during the wet season.
    b. The assumed infiltration rate shall be verified with actual site-specific soils data prior to the Final Stormwater Control Plan for the development. If the infiltration rate is lower, a hydrologic analysis shall be conducted to ensure that the proposed trench sizes are adequate.
    c. The infiltration trench shall be protected from sediment generated during construction of homes on the lots. The proposed source control measures shall be indicated on the project plans.
    d. Maintenance of stormwater treatment and the infiltration trenches shall be the responsibility of the property owner and/or future property owners.
96. UNLAWFUL DISCHARGES: It is unlawful to discharge any wastewater or cause hazardous domestic waste materials to be deposited in such a manner or location as to constitute a threatened discharge, into storm drains, gutters, creeks or the San Francisco Bay. Unlawful discharges to storm drains include, but are not limited to: discharges from toilets, sinks, industrial processes, cooling systems, boilers, fabric cleaning, equipment cleaning, or vehicle cleaning.
97. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department during the grading permit application process. A maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping, shall be included. Interim erosion control method shall include, but are not limited to silt fences, fiber rolls (with locations and details), erosion control blankets,

    Town standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months.
98. AIR QUALITY: To limit the project's construction-related dust and criteria pollutant

emissions, the following the Bay Area Air Quality Management District (BAAQMD)-recommended basic construction measures shall be included in the project's grading plan, building plans, and contract specifications:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, or otherwise kept dust-free.
b. All haul trucks designated for removal of excavated soil and demolition debris from site shall be staged off-site until materials are ready for immediate loading and removal from site.
c. All haul trucks transporting soil, sand, debris, or other loose material off-site shall be covered.
d. As practicable, all haul trucks and other large construction equipment shall be staged in areas away from the adjacent residential homes.
e. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day, or as deemed appropriate by Town Engineer. The use of dry power sweeping is prohibited. An on-site track-out control device is also recommended to minimize mud and dirt-track-out onto adjacent public roads.
f. All vehicle speeds on unpaved surfaces shall be limited to fifteen (15) miles per hour.
g. All driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within forty-eight (48) hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. Please provide the BAAQMD's complaint number on the sign: 24-hour toll-free hotline at 1-800-334-ODOR (6367).
i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed twenty (20) miles per hour.
j. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

99. DETAILING OF STORMWATER MANAGEMENT FACILITIES: Prior to the issuance of any grading or building permits, all pertinent details of any and all proposed stormwater management facilities, including, but not limited to, ditches, swales, pipes, bubble-ups, dry wells, outfalls, infiltration trenches, detention basins and energy dissipaters, shall be provided on submitted grading and drainage plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
100. WATER FEATURES: New swimming pools, hot tubs, spas and/or fountains shall have a connection to the sanitary sewer system, subject to West Valley Sanitation District's authority and standards, to facilitate draining events. Discharges from these feature(s) shall be directed to the sanitary sewer and are not allowed into the storm drain system.
101. SITE DRAINAGE: Rainwater leaders shall be discharged to splash blocks. On-site drainage

DRAFT

systems for all projects shall include one of the alternatives included in section C.3.i of the Municipal Regional NPDES Permit. These include storm water reuse via cisterns or rain barrels, directing runoff from impervious surfaces to vegetated areas and use of permeable surfaces. If stormwater treatment facilities are to be used, they shall be placed a minimum of ten (10) feet from the adjacent property line and/or right-of-way. Alternatively, the facility(ies) may be located with an offset between 5 and 10 feet from the adjacent property and/or right-of-way line(s) if the responsible engineer in charge provides a stamped and signed letter that addresses infiltration and states how facilities, improvements and infrastructure will not adversely affect the adjacent property. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

102. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
103. NOTE: The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to "…adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. Where a conflict exists between local & 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08. All comments below that result from PRC 4290 are identified by **.
104. **WIDTH: (a) All roads shall be constructed to provide a minimum of two ten (10) foot traffic lanes, not including shoulder and striping. These traffic lanes shall provide for two-way traffic flow to support emergency vehicle and civilian egress, unless other standards are provided in this article or additional requirements are mandated by local jurisdictions or local subdivision requirements. Vertical clearances shall conform to the requirements in California Vehicle Code section 35250. (b) All one-way roads shall be constructed to provide a minimum of one twelve (12) foot traffic lane, not including shoulders. The local jurisdiction may approve one-way roads. (1) All one-way roads shall, at both ends, connect to a road with two traffic lanes providing for travel in different directions, and shall provide access to an area currently zoned for no more than ten (10) residential units. (2) In no case shall a one-way road exceed 2,640 feet in length. A turnout shall be placed and constructed at approximately the midpoint of each one-way road. (c) All driveways

shall be constructed to provide a minimum of one (1) ten (10) foot traffic lane, fourteen (14) feet unobstructed horizontal clearance, and unobstructed vertical clearance of thirteen feet, six inches (13' 6”). California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2 Articles 1-5, § 1273.01.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

105. **ROAD SURFACES: (a) Roads shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds and provide an aggregate base. (b) Driveways and road and driveway structures shall be designed and maintained to support at least 40,000 pounds. (c) Project proponent shall provide engineering specifications to support design, if requested by the local authority having jurisdiction. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.02.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
106. **GRADES: (a) At no point shall the grade for all roads and driveways exceed 16 percent. (b) The grade may exceed 16%, not to exceed 20%, with approval from the local authority having jurisdiction and with mitigations to provide for same practical effect. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.03.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
107. **RADIUS: (a) No road or road structure shall have a horizontal inside radius of curvature of less than fifty (50) feet. An additional surface width of four (4) feet shall be added to curves of 50-100 feet radius; two (2) feet to those from 100-200 feet. (b) The length of vertical curves in roadways, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall be not less than one hundred (100) feet. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.04.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
108. **TURNAROUND: (As noted on sheet A-4 and sheet 4) (a) Turnarounds are required on driveways and dead- end roads. (b) The minimum turning radius for a turnaround shall be forty (40) feet, not including parking, in accordance with the figures in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is used instead, the top of the “T” shall be a minimum of sixty (60) feet in length.(c) Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart. (d) A turnaround shall be provided on driveways over 300 feet in length and shall be within fifty (50) feet of the building.(d) Each dead-end road shall have a turnaround constructed at its terminus. Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot intervals.(e) Figure A. Turnarounds on roads with two ten-foot traffic lanes. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.05.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

109. PRC 4290 REQUEST FOR EXCEPTION CONDITIONS OF APPROVAL:
    a. A copy of the Alternate Means/Methods application form including approval signature, exhibits, and these comments shall be made part of the building permit drawing set, to be routed to Santa Clara County Fire Department for final approval.
    b. Sign(s) to be provided:
        - At Reservoir St indicating the turnaround is onsite.
        - At turnaround indicating the turnaround location and no parking in the turn around.
    c. Language and location of these signs to be provided on building permit drawings, and approved prior to building permit issuance.
110. FIRE SPRINKLERS REQUIRED: (As Noted on Sheet A1) Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.
111. REQUIRED FIRE FLOW: (Letter received) The minimum require fireflow for this project is 875 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.3]
112. FIRE DEPARTMENT (ENGINE) DRIVEWAY TURNAROUND REQUIRED: (As noted on sheet A-4 and sheet 4) Provide an approved fire department engine driveway turnaround with a minimum radius of 36 feet outside and 23 feet inside. Maximum grade in any direction shall be a maximum of 5%. Installations shall conform with Fire Department Standard Details and Specifications D-1. CFC Sec. 503.
    -Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
113. WILDLAND-URBAN INTERFACE: This project is located within the designated Wildland-Urban Interface Fire Area. The building construction shall comply with the provisions of California Building Code (CBC) Chapter 7A. Note that vegetation clearance shall be in compliance with CBC Section 701A.3.2.4 prior to project final approval. Check with the Planning Department for related landscape plan requirements.
114. WATER SUPPLY REQUIREMENTs: (As Noted on Sheet A1) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2019 CFC Sec. 903.3.5 and Health and Safety Code 13114.7.

DRAFT

115. ADDRESS IDENTIFICATION: (As Noted on Sheet A1) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1.
116. CONSTRUCTION SITE FIRE SAFETY: (As Noted on Sheet A1) All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.
117. EMERGENCY GATE/ACCESS GATE REQUIREMENTS: (As Noted on Sheet A1) Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. If the gates are operated electrically, an approved Knox key switch shall be installed; if they are operated manually, then an approved Knox padlock shall be installed.
118. GENERAL: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance [CFC, Ch.1, 105.3.6].

DRAFT

FILING FEES
$523.00 (PLAPPEAL) Residential
$2,102.00 (PLAPPEAL), per Commercial, Multi-family, or Tentative Map Appeal

TRANSCRIPTION $500 (PLTRANS)

Town of Los Gatos
Office of t
110 E. Main St

APPEAL OF PLAN

I, the undersigned, do hereb
follows: (PLEASE TYPE OR PR

TOWN OF LOS GATOS
RECVD BY: MBARRERA BPD00042201
PAYOR: 45 RESERVOIR RD
TODAY'S DATE: 01/17/25
REGISTER DATE: 01/17/25 TIME: 09:37
DESCRIPTION AMOUNT
CUST ID:S-22-048
APPEALS $523.00
CUST ID: 1.000
TRANSCRIPTION DEPOSIT $500.00
TOTAL DUE: $1,023.00
TENDERED: $1,023.00
CHANGE: $.00
CHECK : $1,023.00
REF NUM: 6749 MARY J VIDOVICH

DATE OF PLANNING COMMISSION DECISION 01/08/25

PROJECT / APPLICATION NO: S-22-048

ADDRESS LOCATION: 45 Reservoir Road

Pursuant to the Town Code, any interested person as defined in Section 29.10.(Planning Commission.

Interested person means:

1. *Residential projects*. Any person or persons or entity or entities who ov for which a decision has been rendered, and can demonstrate that thei
2. *Non-residential and mixed-use projects*. Any person or persons or entit will be injured by the decision.

Section 29.20.275 The notice of appeal shall state specifically wherein it is claime Commission or wherein its decision is not supported by substantial evidence in th

1. There was an error or abuse of discretion by the Planning Commission:
   R:20 Zoning side & rear setbacks have been violat Oaks
   East side 12' 1½" vs 15' West side 12'6" vs 15' R sed
2. The Planning Commission's decision is not supported by substantial evide hed.

see Exhibits A-E

Abuse- too many trees being destroyed. 12"-39" diameters Oaks

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS.

IMPORTANT:

1. **Appellant is responsible for fees for transcription of minutes. A $500.00 deposit is required at the time of filing.**
2. Appeal must be filed within ten (10) calendar days of Planning Commission Decision accompanied by the required filing fee. Deadline is 4:00 p.m. on the 10th day following the decision. If the 10th day is a Friday, the appeal must be filed by 1:00 P.M. If the 10th day a Saturday, Sunday, or Town holiday, then it may be filed on the workday immediately following the 10th day, usually a Monday.
3. The Town Clerk will set the hearing within 56 days of the date of the Planning Commission Decision (Town Ordinance No. 1967).
4. Once filed, the appeal will be heard by the Town Council.
5. If the basis for granting the appeal is, in whole or in part, information not presented to or considered by the Planning Commission, the matter shall be returned to the Planning Commission for review.

PRINT NAME: Mary J. Vidovich SIGNATURE: _____

DATE: 01/16/25 ADDRESS: 47 Reservoir Road

PHONE: (408)386-6444 EMAIL: MJVidovich@hotmail.com

***** OFFICIAL USE ONLY *****

DATE OF PUBLIC HEARING: _____

Pending Planning Department Confirmation

DATE TO SEND PUBLICATION: _____ DATE OF PUBLICATION: _____

FILING FEES
$523.00 (PLAPPEAL) Residential
$2,102.00 (PLAPPEAL), per Commercial, Multi-family, or Tentative Map Appeal

TRANSCRIPTION $500 (PLTRANS)

Town of Los Gatos
Office of the Town Clerk
110 E. Main St., Los Gatos CA 95030

ITEM NO. 18.

APPEAL OF PLANNING COMMISSION DECISION

I, the undersigned, do hereby appeal a decision of the Planning Commission as follows: (PLEASE TYPE OR PRINT NEATLY)

DATE OF PLANNING COMMISSION DECISION 01/08/25

PROJECT / APPLICATION NO: S-22-048

ADDRESS LOCATION: 45 Reservoir Road

Pursuant to the Town Code, any interested person as defined in Section 29.10.020 may appeal to the Council any decision of the Planning Commission.

Interested person means:

1. *Residential projects*. Any person or persons or entity or entities who own property or reside within 1,000 feet of a property for which a decision has been rendered, and can demonstrate that their property will be injured by the decision.
2. *Non-residential and mixed-use projects*. Any person or persons or entity or entities who can demonstrate that their property will be injured by the decision.

Section 29.20.275 The notice of appeal shall state specifically wherein it is claimed there was an error or abuse of discretion by the Commission or wherein its decision is not supported by substantial evidence in the record.

1. There was an error or abuse of discretion by the Planning Commission:
R:20 Zoning side & rear setbacks have been violated. See attached. Protected Mature Oaks East side 12' 1½" vs 15' West side 12'6" vs 15' Rear 19'7½" vs 25' Fire Hazard proposed plants. See attached.

, OR

2. The Planning Commission's decision is not supported by substantial evidence in the record:
see Exhibits A-E
Abuse- too many trees being destroyed. 12"-39" diameter Oaks

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS.

IMPORTANT:

1. **Appellant is responsible for fees for transcription of minutes. A $500.00 deposit is required at the time of filing.**
2. Appeal must be filed within ten (10) calendar days of Planning Commission Decision accompanied by the required filing fee. Deadline is 4:00 p.m. on the 10th day following the decision. If the 10th day is a Friday, the appeal must be filed by 1:00 P.M. If the 10th day a Saturday, Sunday, or Town holiday, then it may be filed on the workday immediately following the 10th day, usually a Monday.
3. The Town Clerk will set the hearing within 56 days of the date of the Planning Commission Decision (Town Ordinance No. 1967).
4. Once filed, the appeal will be heard by the Town Council.
5. If the basis for granting the appeal is, in whole or in part, information not presented to or considered by the Planning Commission, the matter shall be returned to the Planning Commission for review.

PRINT NAME: Mary J. Vidovich SIGNATURE: [signature]

DATE: 01/16/25 ADDRESS: 47 Reservoir Road

PHONE: (408)386-6444 EMAIL: MJVidovich@hotmail.com

***** OFFICIAL USE ONLY *****

DATE OF PUBLIC HEARING: _____

Pending Planning Department Confirmation

DATE TO SEND PUBLICATION: _____ DATE OF PUBLICATION: _____

"Exhibit A"
Zoning Law

R-1 ZONE

R-1 or Single-Family Residential Zone

A low density residential zone that provides a means to create the best possible location and development standards for single-family dwellings.

Find Zoning Requirements

Go to Chapter 29, Article IV, Division 4 of the Town Code to check the Zoning Requirements for R-1 Zone or Single-Family Residential Zone, or you may contact the Town of Los Gatos Community Development Department. Please supply

- Street Address
- Nearest Cross Street
- Assessor's Parcel Number (APN) if available

Lot Size Requirements

R-1 Zones are categorized into the following six minimum lot areas:

- R-1:8 ... 8,000 S.F.
- R-1:10 ... 10,000 S.F.
- R-1:12 ... 12,000 S.F.
- R-1:15 ... 15,000 S.F.

- R-1:20 ... 20,000 S.F.
- R-1:30 ... 30,000 S.F.

Permitted Uses In R-1 Zones

The following uses are permitted in a R-1 Zone:

- Single-family dwelling
- Non-commercial raising of trees, vegetables and horticulture specialties (commercial uses not permitted)
- Small family day care home
- Residential care facility, small family home
- ** Additional uses may be allowed if a Conditional Use Permit (CUP) is approved. Please contact the Planning Department for further information

Minimum Lot Frontage and Depth Requirements

R-1 Zone	Frontage (Interior lot/Corner)	Depth
R-1:8	60' / 80'	90'
R-1:10	80' / 90'	100'
R-1:12	90' / 95'	100'
R-1:15	100' / 100'	100'
R-1:20	100' / 115'	140'
R-1:30	100' / 120'	145'

Notes

1. The minimum frontage for a lot on a cul-de-sac bulb is 30' with a 60' minimum width;
2. The minimum depth of lots facing or backing freeways, arterials, railroad rights-of-ways, schools, or parks is 125';
3. The frontage for lots on the outside of a street curve with a deflection angle of 75 degrees or more may be reduced to 30' depending on the radius of the curve.

Minimum Setback Requirements for Principle Buildings

R-1 Zone	Front	Side	Rear	Street
R-1:8	25'	8'	20'	15'
R-1:10	25'	10'	20'	15'
R-1:12	25'	10'	20'	15'
R-1:15	25'	12'	25'	15'
R-1:20	30'	15'	25'	20'
R-1:30	30'	16'	25'	20'

Height Requirements

The maximum height of any principle building in the R-1 Zone is 30' from the natural or finished grade, whichever is lower and creates a lower profile, to the uppermost point of the roof edge, wall, parapet, mansard, or other point directly above that grade.

Note: The maximum height for accessory buildings is 15', measured from natural of finished grade, whichever is lower and creates a lower profile. Please contact the Planning Department for further questions.

Lot Coverage

The maximum building coverage, including any type of accessory buildings, is 40%.

Other Requirements

For Development Standards, see the Town of Los Gatos Residential Design Guidelines for all Single-Family and Two-Family Dwellings in all zones except the Resources Conservation and Hillside Residential Zones.

Government Websites by CivicPlus®

"Exhibit B"
Fire Hazard Junipers

Riparian Habitats

Gaultheria shallon	Salal
Mahonia pinnata	California Holly Grape
Myrica californica	Pacific wax myrtle
Ribes aureum	Golden currant
Ribes sanguineum	Pink winter currant

Recommended Native Groundcovers, Low Growing Shrubs, and Perennials

Chaparral and Oak Woodland Habitats

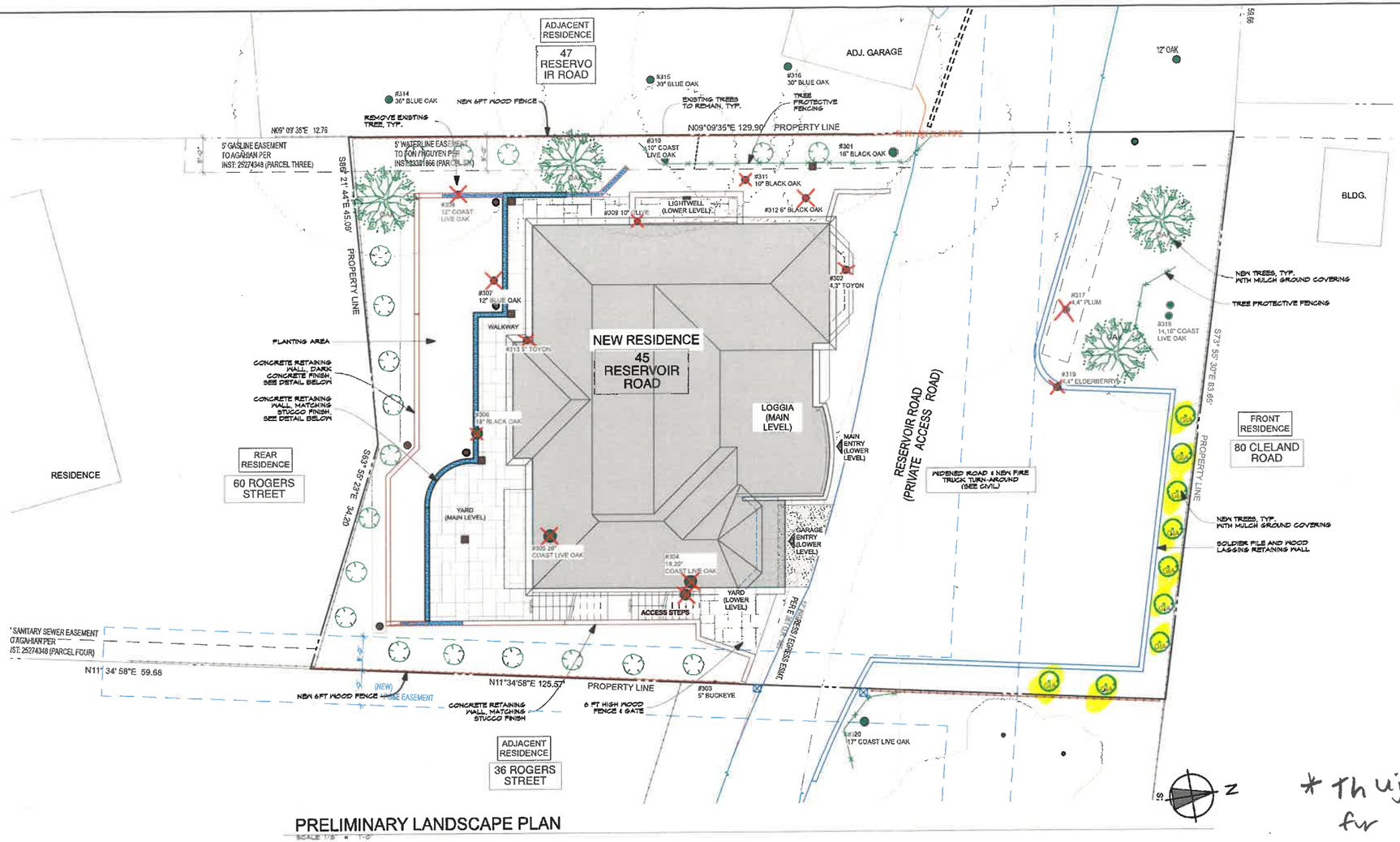
Achillea millefolium	Common yarrow
Arctostaphylos species	(low-growing species or cultivars)
Ceanothus gloriosus	(and other low-growing Ceanothus species)

Riparian Habitats

Mahonia repens	Creeping Mahonia
Ferns:	
• Adiantum aleuticum	Five-finger fern
• Blechnum spicant	Deer fern
• Dryopteris expansa	Spreading wood fern
• Polystichum munitum	Sword fern
Aquilegia Formosa	Western columbine
Iris	Pacific Coast hybrids
Asarum caudatum	Wild ginger

Plants to avoid due to fire hazard

Acacia (most species)
Conifers (most, especially pine, Pinus species - particularly P. radiata, Monterey pine).
Incense cedar (Calocedrus decurrens).
Junipers (Juniperus species, particularly tall-growing types)
Eriogonum species
Wild buckwheat
Eucalyptus (most species, definitely E. globulus)
Greasewood (also called chamise), Adenostoma fasciculatum
Hall's honeysuckle (Lonicera japonica "Halliana")
Species with shedding bark and heavy litter drop (e.g., Eucalyptus species)



PRELIMINARY LANDSCAPE PLAN

SCALE: 1/8" = 1'-0"

LEGEND

- DRIVEWAY: STONE PAVER O/ CONCRETE SLAB
- WALKWAY, YARD, SITE STAIR: STONE PAVER O/ CONCRETE SLAB
- ROAD: ASPHALT PAVING
- LANDSCAPE AREA W/ MULCH COVER
- CONCRETE RETAINING WALLS FINISH TO BE SANDBLASTED WITH STAINED CONCRETE, OR SMOOTH STUCCO FINISH, BOTH TO HAVE LRV OF 30 OR LESS.
- TREE — EXISTING TREE (AND DRIB LINE) TO REMAIN
- EXISTING TREE TO BE REMOVED
- (4) OAK
- (19) BAY LAUREL, PODOCARPUS, OR PITTOSPORUM (WITHIN 30' FROM RESIDENCE)
- (9) 24 BOX THUJA GREEN GIANT (Juniper)

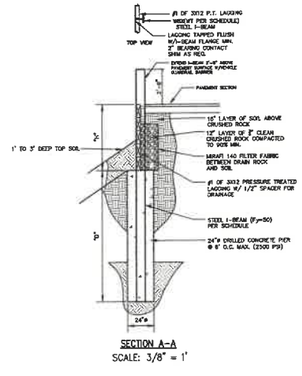
TREE INVENTORY

ID	SPECIES	CANOPY	STATUS	REPLACEMENT
301	BLACK OAK	35'	REMAIN	
302	TOYON	8'	REMOVE	(2) 15 GAL.
303	BUCKEYE	10'	REMAIN	
304	LIVE OAK	35'	REMOVE	(4) 15 GAL.
305	LIVE OAK	35'	REMOVE	(4) 15 GAL.
306	BLACK OAK	25'	REMOVE	(3) 15 GAL.
307	BLUE OAK	20'	REMOVE	(3) 15 GAL.
308	LIVE OAK	20'	REMOVE	(3) 15 GAL.
309	OLIVE	20'	REMOVE	EXEMPT
310	LIVE OAK	20'	REMAIN	
311	BLACK OAK	10'	REMOVE	(2) 15 GAL.
312	BLACK OAK	10'	REMOVE	(2) 15 GAL.
313	TOYON	10'	REMOVE	(2) 15 GAL.
314	BLUE OAK	45'	REMAIN*	
315	BLUE OAK	45'	REMAIN*	
316	BLUE OAK	45'	REMAIN*	
317	PLUM	15'	REMOVE	EXEMPT
318	LIVE OAK	35'	REMAIN	
319	ELDERBERRY	15'	REMOVE	EXEMPT
320	LIVE OAK	55'	REMAIN*	(neighbor's property)

TOTAL REPLACEMENT TREES = (25) 24" BOX. 1

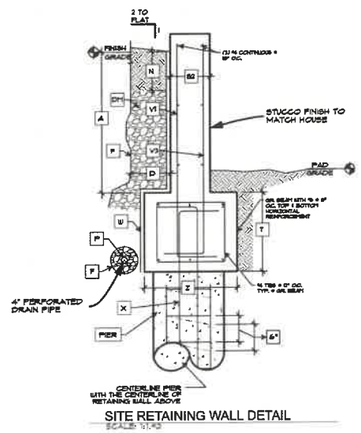
* INDICATES TREES LOCATED ON ADJACENT PROPERTIES.

* Thuja is a Greek name for a type of juniper.



SITE RETAINING WALL DETAIL

SCALE: 1"=2"



SITE RETAINING WALL DETAIL

SCALE: 1"=1'-0"

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "1" • LOS GATOS, CA. • 95030 • (408) 395-2355

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD — LOS GATOS, CA 95030

PRELIMINARY LANDSCAPE PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET A-5

5 OF -

 Exhibit C

Illegal Tree Removal Responsibility

(a) A tree survey shall be conducted prior to submittal of any development application proposing the removal of or impact to one (1) or more protected trees. The development application shall include a Tree Survey Plan and Tree Preservation Report based on this survey. The tree survey inventory numbers shall correspond to a numbered metal tag placed on each tree on site during the tree survey. Tree survey inventory number tags in place from previous tree surveys, if easily visible, shall be retained and used in any new tree survey report. The tree survey plan shall be prepared by a certified or consulting arborist, and shall include the following information:

(1) Location of all existing trees on the property as described in section 29.10.0995;

(2) Identify all trees that could potentially be affected by the project (directly or indirectly-immediately or in long term), such as upslope grading or compaction outside of the dripline;

(3) Notation of all trees classified as protected trees;

(4) In addition, for trees four (4) inches in diameter or larger, the plan shall specify the precise location of the trunk and crown spread, and the species, size (diameter, height, crown spread) and condition of the tree.

(b) The tree survey plan shall be reviewed by the Town's consulting arborist who shall, after making a field visit to the property, indicate in writing or as shown on approved plans, which trees are recommended for preservation (based on a retention rating of high/moderate/low) using, as a minimum, the Standards of Review set forth in section 29.10.0990. This plan shall be made part of the staff report to the Town reviewing body upon its consideration of the application for new property development;

(c) When development impacts are within the dripline of or will affect any protected tree, the applicant shall provide a tree preservation report prepared by a certified or consulting arborist. The report, based on the findings of the tree survey plan and other relevant information, shall be used to determine the health and structure of existing trees, the effects of the proposed development and vegetation removal upon the trees, recommendations for specific precautions necessary for their preservation during all phases of development (demolition, grading, during construction, landscaping); and shall also indicate which trees are proposed for removal. The tree preservation report shall stipulate a required tree protection zone (TPZ) for trees to be retained, including street trees, protected trees and trees whose canopies are hanging over the project site from adjacent properties. The TPZ shall be fenced as specified in section 29.10.1005:

(1)

The final approved tree preservation report shall be included in the building permit set of dev plans and printed on a sheet titled: Tree Preservation Instructions (Sheet T-1). Sheet T-1 shall be referenced on all relevant sheets (civil, demolition, utility, landscape, irrigation) where tree impacts from improvements may be shown to occur;

(2) The Town reviewing body through its site and design plan review shall endeavor to protect all trees recommended for preservation by the Town's consulting arborist. The Town reviewing body may determine if any of the trees recommended for preservation should be removed, if based upon the evidence submitted the reviewing body determines that due to special site grading or other unusual characteristics associated with the property, the preservation of the tree(s) would significantly preclude feasible development of the property as described in section 29.10.0990;

(3) Approval of final site or landscape plans by the appropriate Town reviewing body shall comply with the following requirements and conditions of approval:

a. The applicant shall, within ninety (90) days of final approval or prior to issuance of a grading or building permit, whichever occurs first, secure an appraisal of the condition and value of all trees included in the tree report affected by the development that are required to remain within the development using the Tree Value Standard methodology as set forth in this Chapter. The appraisal of each tree shall recognize the location of the tree in the proposed development. The appraisal shall be performed in accordance with the current edition of the Guide for Plant Appraisal published by the Council of Tree and Landscape Appraisers (CTLA) and the Species and Group Classification Guide published by the Western Chapter of the International Society of Arboriculture. The appraisal shall be performed at the applicant's expense, and the appraisal shall be subject to the Director's approval.

b. The site or landscape plans shall indicate which trees are to be removed. However, the plans do not constitute approval to remove a tree until a separate permit is granted. The property owner or applicant shall obtain a protected tree removal permit, as outlined in section 29.10.0980, for each tree to be removed to satisfy the purpose of this division.

(d) Prior to acceptance of proposed development or subdivision improvements, the developer shall submit to the Director a final tree preservation report prepared by a certified or consulting arborist. This report shall consider all trees that were to remain within the development. The report shall note the trees' health in relation to the initially reported condition of the trees and shall note any changes in the trees' numbers or physical conditions. The applicant, or their successors, Yu's successor will then be responsible for the removal or loss of any tree at any time during development that was not previously approved for removal. For protected trees which were removed, the developer shall pay a penalty in the amount of the appraised

value of such tree in addition to replacement requirements contained in section 29.10.0985 of Code. The applicant shall remain responsible for the health and survival of all trees within the development for a period of five (5) years following acceptance of the public improvements of the development or certificate of occupancy.

(e) Prior to issuance of any demolition, grading or building permit, the applicant or contractor shall submit to the Building Department a written statement and photographs verifying that the required tree protection fence is installed around street trees and protected trees in accordance with the tree preservation report.

(f) If required by the Director and conditioned as part of a discretionary approval, a security guarantee shall be provided to the Town. Prior to the issuance of any permit allowing construction to begin, the applicant shall post cash, bond or other security satisfactory to the Director, in the penal sum of five thousand dollars ($5,000.00) for each tree required to be preserved, or twenty-five thousand dollars ($25,000.00), whichever is less. The cash, bond or other security shall be retained for a period of one (1) year following acceptance of the public improvements for the development and shall be forfeited in an amount equal to five thousand dollars ($5,000.00) per tree as a civil penalty in the event that a tree or trees required to be preserved are removed, destroyed or severely damaged.

(g) An applicant with a proposed development which requires underground utilities shall avoid the installation of said utilities within the dripline of existing trees whenever possible. In the event that this is unavoidable, all trenching shall be done using directional boring, air-spade excavation or by hand, taking extreme caution to avoid damage to the root structure. Work within the dripline of existing trees shall be supervised at all times by a certified or consulting arborist.

(h) It shall be a violation of this division for any property owner or agent of the owner to fail to comply with any development approval condition concerning preservation, protection, and maintenance of any protected tree.

(Ord. No. 2240, § I(Exh. B), 6-2-15; Ord. No. 2331, § 1, 5-3-22)

Print Mem

Just FOIA Notification

In addition to all other remedies set forth in this code or otherwise provided by law, the following remedies shall be available to the Town for violation of this division. While these remedies can be levied against any person, property owner, firm or corporation who intentionally or negligently violates any of the provisions of this chapter or any permit issued pursuant to it, or who fails to comply with any condition of any discretionary permit which relates to protected tree preservation, it is not the Town's intention to pursue such remedies against homeowners who unintentionally have minor violations of this chapter. These remedies are reserved for those entities who should have knowledge of such regulations from previous interactions or activity with the Town, such as information given during a previous or current application, and have nevertheless intentionally violated this chapter:

(1) *Tree removals in absence of or in anticipation of development.*

a. If a violation occurs in the absence of or prior to proposed development, then discretionary applications and/or building permit applications will not be accepted or processed by the Town until the violation has been remedied to the reasonable satisfaction of the Director. Mitigation measures as determined by the Director may be imposed as a condition of any subsequent application approval or permit for development on the subject property. A mitigation plan shall include specific measures for the protection of any remaining trees on the property, and shall provide for the replacement of each hillside tree that was removed or damaged illegally with a new tree(s) in the same location(s) as those illegally removed or damaged tree(s). In-lieu fees shall not be an option for this violation. The replacement ratio shall be at a greater ratio than that required in accordance with the standards set forth in section 29.10.0985 of this division. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall execute a five-year written maintenance agreement with the Town. For those trees on public property, replacement is to be determined by the Director of Community Development or by the Director of Parks and Public Works.

b. The second violation of any provisions in this division during the conduct by any person or business of a tree removal, landscaping, construction, or other business in the Town shall constitute grounds for a one (1) year suspension of any business license issued to such entity. The Town shall require the property owner to disclose the name and address of the violating business as a necessary condition for removal of any Stop Work Order issued by the Town.

(2) *Pending development applications.*

a.

Incomplete applications will not be processed further until the violation has been remedied. If an application has been deemed complete, it may be denied by the Director or forwarded to the Planning Commission with a recommendation for denial at the Director's discretion. Mitigation measures as determined by the director may be imposed as a condition of approval. A mitigation plan shall include specific measures for the protection of any remaining trees on the property, and shall provide for the replacement of each hillside tree that was removed or damaged illegally with a new tree(s) in the same location(s) as those illegally removed tree(s). In-lieu fees shall not be an option for this violation. The replacement ratio shall be at a greater ratio than that required in accordance with the standards set forth in section 29.10.0985 of this division. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall execute a five-year written maintenance agreement with the Town. For those trees on public property, replacement is to be determined by the Director of Community Development or by the Director of Parks and Public Works.

b. The second violation of any provisions in this division during the conduct by any person or company of a tree removal, landscaping, construction, or other business in the Town shall constitute grounds for a one (1) year suspension of any business license issued to such entity. The Town shall require the property owner to disclose the name and address of the violating business as a necessary condition for removal of any Stop Work Order issued by the Town.

(3) *Projects under construction.*

a. If a violation occurs during construction, the Town may issue a stop work order suspending and prohibiting further activity on the property pursuant to the grading, demolition, and/or building permit(s) (including construction, inspection, and issuance of certificates of occupancy) until a mitigation plan has been filed with and approved by the Director, agreed to in writing by the property owner(s) or the applicant(s) or both, and either implemented or guaranteed by the posting of adequate security in the discretion of the Director. A mitigation plan shall include specific measures for the protection of any remaining trees on the property, and shall provide for the replacement of each hillside tree that was removed illegally with a new tree(s) in the same location(s) as those illegally removed tree(s). In-lieu fees shall not be an option for this violation. The replacement ratio shall be at a greater ratio than that required in accordance with the standards set forth in section 29.10.0985 of this division. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall execute a five-year written maintenance

agreement with the Town. For those trees on public property, replacement is to be determined Director of Community Development or by the Director of Parks and Public Works.

b. The second violation of any provisions in this division during the conduct by any person or company of a tree removal, landscaping, construction, or other business in the Town shall constitute grounds for a one (1) year suspension of any business license issued to such entity. The Town shall require the property owner to disclose the name and address of the violating business as a necessary condition for removal of any Stop Work Order issued by the Town

(4) *Criminal penalties.* Notwithstanding section 29.20.950 relating to criminal penalty, any person who violates any provision of this chapter and is convicted of a misdemeanor shall be punished by a fine of not more than one thousand dollars ($1,000.00) or by imprisonment of not more than six (6) months or by both such fine and imprisonment. Each person convicted may be deemed guilty of a separate offense for every day and for every violation, as defined in Sec. 29.10.1031, during any portion of which any violation is committed.

(5) *Civil penalties.* Notwithstanding section 29.20.950 and Section (4) above, relating to criminal penalty, any person, property owner, firm, or corporation who intentionally or negligently violates any of the provisions of this chapter or any permit issued pursuant to it, or who fails to comply with any condition of any discretionary permit which relates to protected tree preservation, shall be liable to pay the Town a civil penalty as prescribed in subsections a. through d.

a. As part of any administrative and/or civil action brought by the Town, a hearing officer and/or court may assess against any person who commits, allows, or maintains a violation of any provision of this division an administrative and/or civil penalty in an amount not to exceed five thousand dollars ($5,000.00) per violation. For damaged trees, in addition to civil penalties, the property owner will be required to obtain the services of an ISA certified arborist to determine the future viability of the tree and if salvageable, create a maintenance plan to restore the tree.

b. Where the violation has resulted in removal of a protected tree, the civil penalty shall be in an amount not to exceed five thousand dollars ($5,000.00) per tree unlawfully removed, or the replacement value of each such tree, whichever amount is higher. If the tree removal is related to any development or subdivision then the civil penalties shall be the value of the tree times four, plus all related staff costs. Such amount shall be payable to the Town and deposited into the Tree Replacement Fund. Replacement value for the purposes of this section shall be determined utilizing the most recent

edition of the Guide for Plant Appraisal, as prepared by the Council of Tree and Landscape Ap and the Species and Group Classification Guide published by the Western Chapter of the International Society of Arboriculture.

c. If the court or the Director directs a replacement tree or trees to be planted as part of the remedy for the violation, the trees shall be permanently maintained in a good and healthy condition. The property owner shall execute a five-year written maintenance agreement with the Town.

d. The cost of enforcing this division, which shall include all costs, staff time, and attorneys' fees.

(6) *Injunctive relief.* A civil action may be commenced to abate, enjoin, or otherwise compel the cessation of such violation.

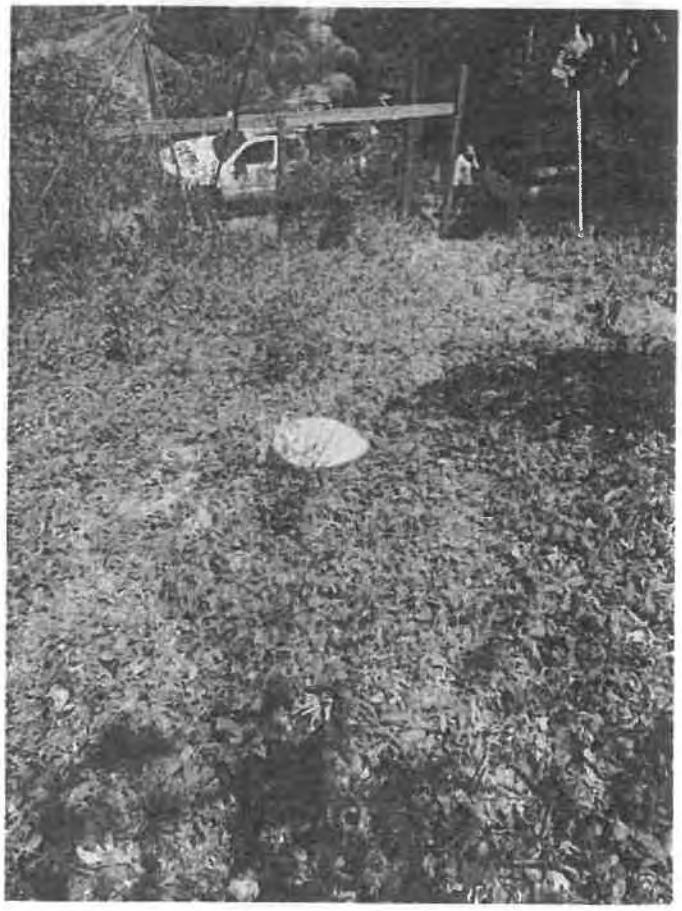
(7) *Costs.* In any civil action brought pursuant to this division in which the Town prevails, the court shall award to the Town all costs of investigation and preparation for trial, the costs of trial, reasonable expenses including overhead and administrative costs incurred in prosecuting the action, and reasonable attorney fees.

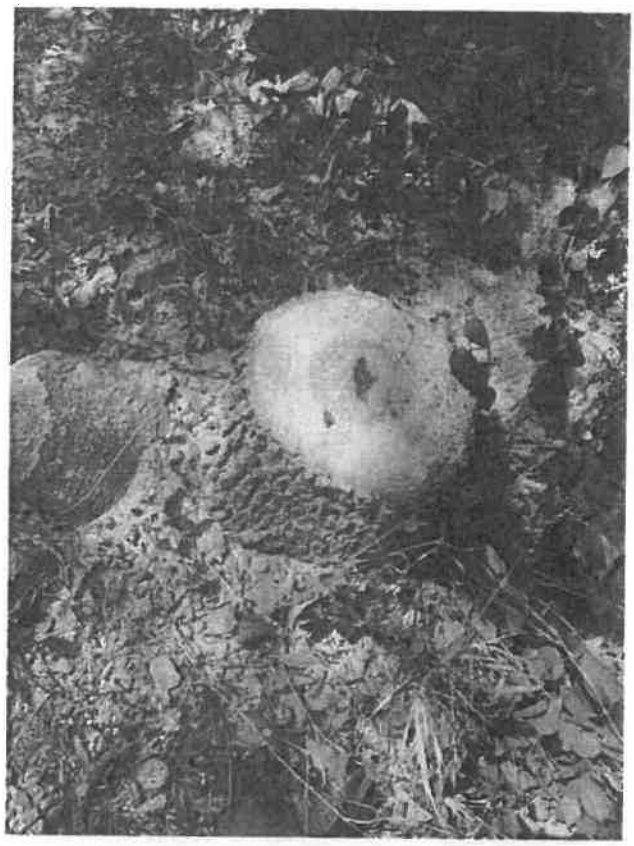
(8) *Remedies not exclusive.* To the maximum extent permitted by law, administrative remedies specified in this chapter are in addition to and do not supersede or limit any and all other provided for herein shall be cumulative and not exclusive.

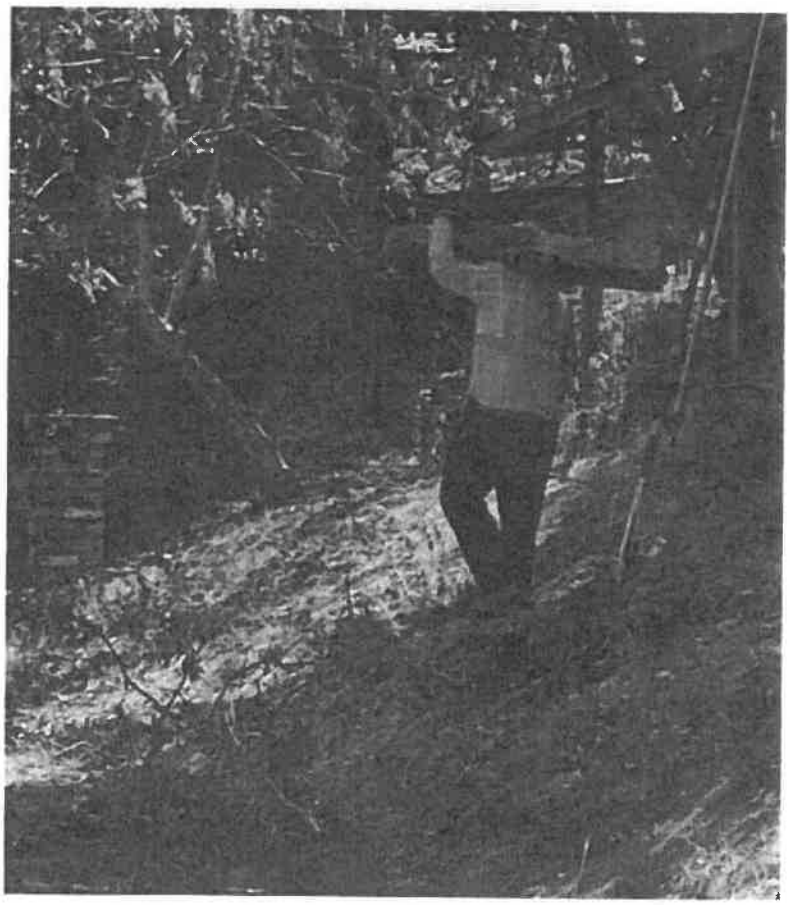
(Ord. No. 2240, § I(Exh. B), 6-2-15; Ord. No. 2331, § 1, 5-3-22)

45 Reservoir Rd, tree removal without permit on July 24, 2021, New Sky Tree Service Inc.

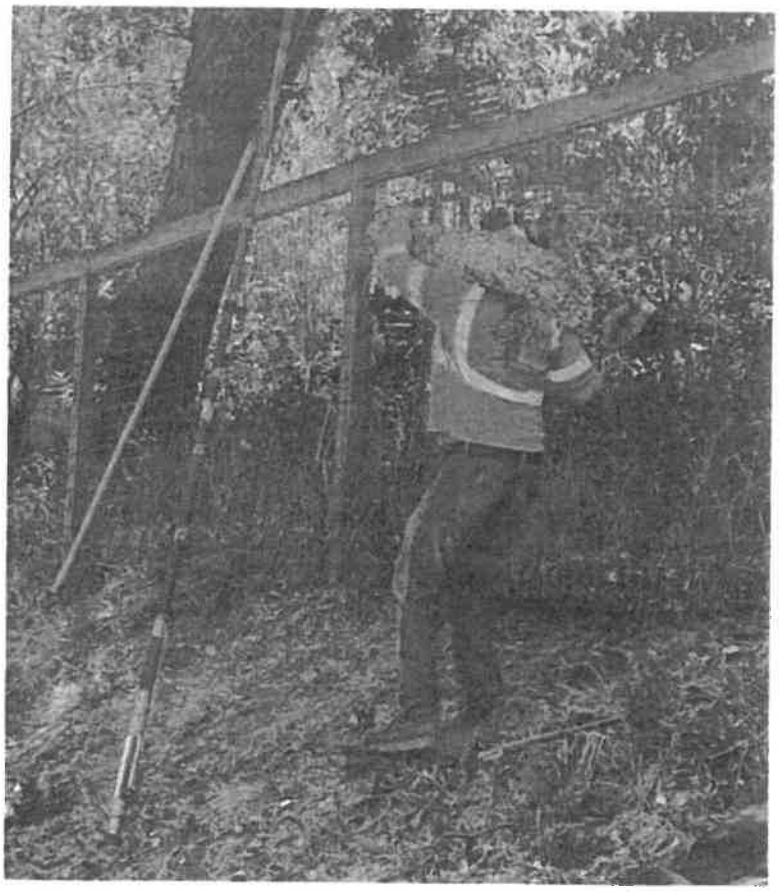




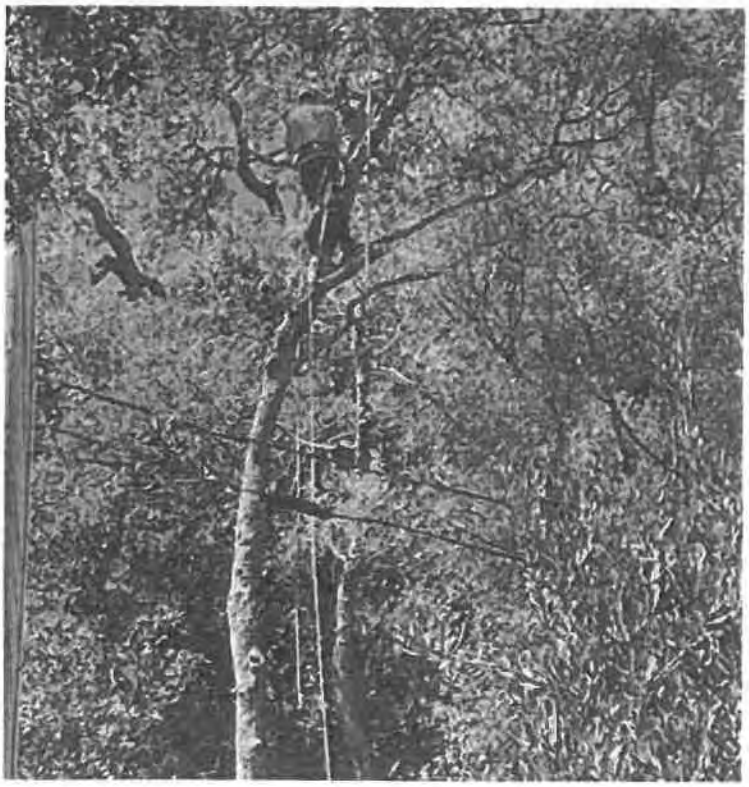






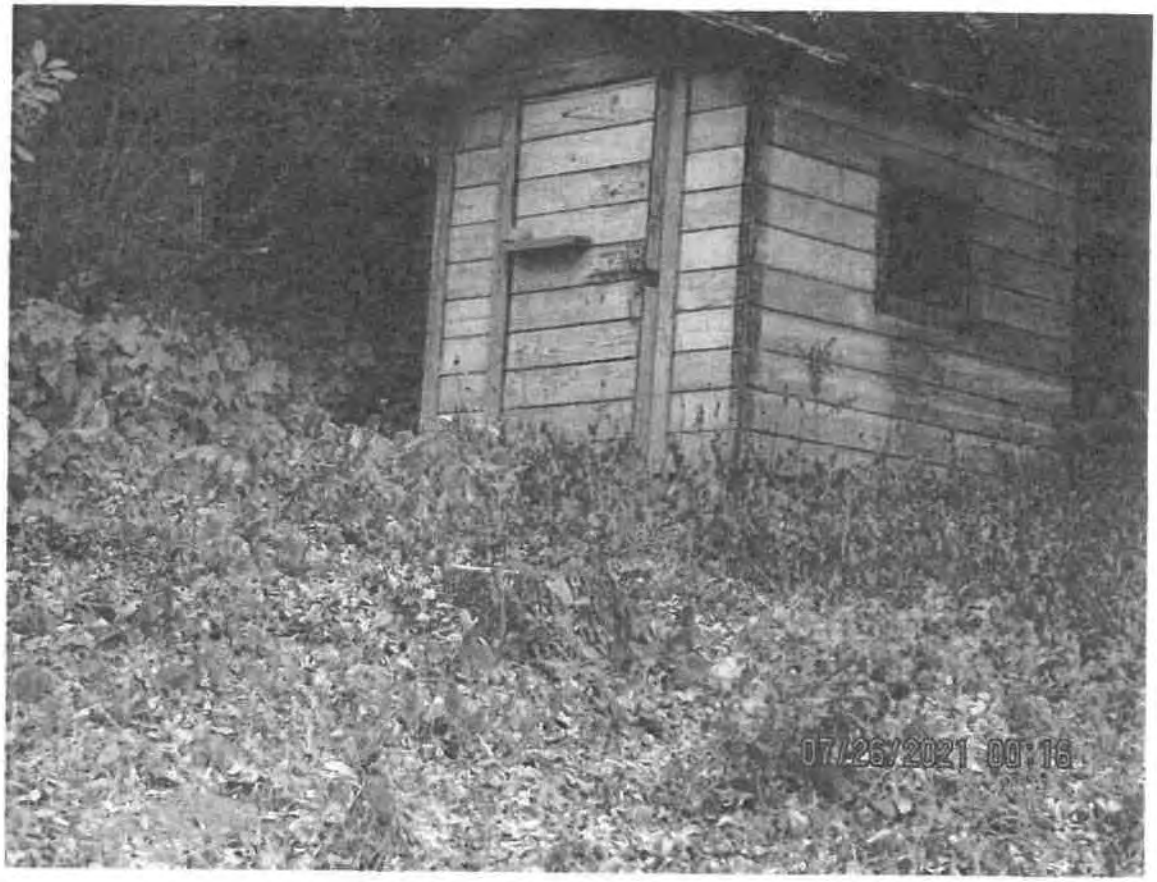






45 Reservoir Rd, Story poles and unpermitted tree removal




07/26/2021 00:16


07/26/2021 00:16

BP324113

PAID

SEP 24 2021

TOWN OF LOS GATOS

Town of Los Gatos

Administrative Warning/Citation

Code Compliance
110 E. Main Street
Los Gatos. CA 95030
(408) 399-5746
PLADMCIT

Date Issued: July 28, 2021 Time: _____

Code Compliance Violation NO. VL- 21-255 Zone: _____

Violation Address: 45 Reservoir Road Town: Los Gatos State: CA Zip: 95030

Name (Responsible person/business): GC §7922.000

Mailing Address: GC §7922.000

Town/City: GC §7922.000 ○ Same as Violation Address

Document Issued: ○ WARNING ○ CORRECTION NOTICE ◉ ADMINISTRATIVE CITE

Issuing Department: Community Development Dept. Compliance Date: Immediately Inspection Date: July 26, 2021

The total penalty is now due. Instructions for payment are listed on reverse page.

In order to comply with the Los Gatos Town Code, you will need to:

Remove all story pole wires and netting from the property and dispose of them properly.

Cease and desist removing/cutting down protected trees on the property. Obtain retroactive tree removal permits for the removal of tree #8 and #9 on Saturday July 24, 2021.

Code Section	Description	Penalty Amount
11.10.020	Failure to remove story pole wires and netting within 30 days of Planning Action	$250.00 only
29.10.0960(7)	Removal of protected trees (2) without a permit ($5000.00 per tree)	$10,000.00

Photos Taken: (Circle one) YES / NO Quantity: 11 photos Total: $10,250.00

Appeal of this Administrative Citation may be made by filling out a Hearing Request. Contact the Town of Los Gatos Community Development Department, 110 E. Main Street, Los Gatos, CA 95030 or by e-mail at CodeCompliance@LosGatosCA.gov for an application. Additional citations may be issued each day the violation exists.

NOTE: PERMIT(S) FROM THE PLANNING, BUILDING AND/OR PARKS AND PARKS AND PUBLIC WORKS DEPARTMENTS MAY ALSO BE REQUIRED FOR VIOLATIONS INVOLVING STRUCTURES, GRADING, ENCROACHMENTS AND TREE REMOVALS. WORK PERFORMED WITHOUT THE REQUIRED PERMIT(S) AND TOWN INSPECTION IS A VIOLATION OF THE TOWN OF LOS GATOS TOWN CODE AND WILL NOT QUALIFY AS COMPLIANCE.

Issuing Official: Allen Meyer Badge/Title NO.: Code Compliance Officer

Signature: Allen Meyer Date: July 28, 2021 Phone: 408-399-5746

Signature: _____ Print Name: _____

Proof of Service: Regular mail

TOWN OF LOS GATOS PARKS AND PUBLIC WORKS DEPARTMENT
REPLACEMENT CANOPY WORKSHEET

Tree Replacement Requirements

Canopy Size of Removed Tree [1]	Replacement Requirement[2,4]	Single Family Residential Replacement Option[3,4]
10 feet or less	Two 24 inch box trees	Two 15 gallon trees
More than 10 feet to 25 feet	Three 24 inch box trees	Three 15 gallon trees
More than 25 feet to 40 feet	Four 24 inch box trees; or Two 36 inch box trees	Four 15 gallon trees
More than 40 feet to 55 feet	Six 24 inch box trees; or Three 36 inch box trees	Not Available
Greater than 55 feet	Ten 24 inch box trees; or Five 36 inch box trees	Not Available

[1]The widest measurement shall be used to determine canopy size.

[2]If approved by the Town Arborist, in-lieu fees are as follows:

24" Box Tree	$250
36" Box Tree	$500

[3]Single Family Residential Replacement Option is only available for developed single family residential lots under 10,000 square feet that are not subject to the Town's Hillside Development Standards and Guidelines. All 15 gallon trees must be planted on-site. Any approved in-lieu fee for single family residential shall be based on the 24" Box Tree fee above.

[4]Replacement Trees shall be approved by the Town Arborist and shall be of a species suited to the available planting location, proximity to structures, overhead clearances, soil type, compatibility with surrounding canopy and other relevant factors. Replacement with native species shall be strongly encouraged. See attached FAQs for replacement requirements in designated Hillside Areas, which shall comply with Appendix A of the Town's Hillside Development Standards and Guidelines.

Tree #	Canopy Feet	Required Replacement	Proposed Size and Species of Replacement	Proposed In-Lieu Fee
			Total Fee	

Town arborist approval is required for all in lieu fee payment options

TOWN OF LOS GATOS

APPLICATION FOR TREE REMOVAL AND/OR PRUNING PERMIT

PARKS & PUBLIC WORKS
ITEM NO. 18.
LOS GATOS, CA 95030
(408) 399-5770

Purpose of Application (check all that apply): ☒ **Protected Tree Removal** ☐ **Protected Tree Pruning (more than 25% in a 3 year period)** ☐ **Heritage or Large Protected Tree Removal** ☐ **Heritage or Large Protected Tree Pruning**

☐ **Check here if removal or pruning is in compliance with an approved development application. Photos and site plan required.**

Name of CDD Planner:_____ Project Application #:_____ Date of Approval: _____

☐ **Check here if removal or pruning deviates in some way from an approved development application (describe on separate sheet if needed)**

☐ **Check here if property is located within the designated Town of Los Gatos Hillside Area (See FAQ sheet for additional provisions)**

Property Owner Name: GC §7922.000 95030
Property Location/Address 45 Reservoir Road
Mailing Address (if different from above) GC §7922.000
Applicant Name (if different from above) _____
Phone: _____
Email: GC §7922.000
Phone: _____

I hereby certify that I am the owner of record of the property described above, and that I approve of the action(s) requested herein. I also hereby grant the Town or the Town's agent permission to visit the property to inspect the tree(s) that are covered by this application.

Property Owner's Signature (required): GC §7922.000 **Date:** 9/24/2021

Tree #	List of species of all trees. Show corresponding # on Site Plan	Diameter Inches	Canopy Feet	List birds living in tree If any	Remove or Prune	DESCRIBE REASON FOR REMOVAL AND/OR PRUNING
#8		8"				Tree is Too high, reach wires
#9		6"				Tree is too high, reach wires

Copy to another sheet if more than 10 trees.

Notes:

- *Tree numbers* should match those in arborist report where applicable.
- *Diameter* is measured at a height of 4.5' above the average grade.
- *Canopy* measurement is the widest dimension of the canopy spread.
- *Inspect* trees prior to removal or major pruning to confirm the absence of active bird nests, particularly during the spring/summer nesting season (February 1 through August 31).
- *Replacement Trees* are not required if the tree being removed is dead or has a Tree Risk Rating of Extreme or High, as determined by the Town Arborist.
- Fee is $250 for first tree, and $125 for each additional tree. Please make check payable to "**Town of Los Gatos**"

For Office Use Only

Application Number: T21-138
Total Number Tree(s): 2
Payment Amount Received: $375 [TREEREM] #ED3350
Check Number: 1087
Credit Card Auth.: _____
Inspection Date 9-29-21 Approved ☑ Denied ☐ Initials RMM

☐ **Check here if replacement trees cannot be reasonably replanted on site and payment of an in-lieu fee is requested. Town arborist approval is required for all in-lieu fee payment options.** ***See reverse for more information on replacement requirements.***

IMPORTANT: Be sure to provide the following required documents when submitting the application:

☑ Photos and site plan of tree(s) proposed for removal or pruning. *For pruning, proposed cuts should be indicated on photo.*
☐ Completed Tree Replacement Worksheet. *Please see next page for replacement tree requirements and worksheet.*
☐ ent made using cash, check or credit card (VISA/MasterCard only).
☐ on required for Heritage and Large Protected Tree Permits only. *See attached FAQs for guidelines.*

ITEM NO. 18.

TOWN OF LOS GATOS

TREE REMOVAL AND/OR PRUNING PERMIT

PARKS & PUBLIC WORKS
ER
JE
LOS GATOS, CA 95030
(408) 399-5771

Application Number: T21-138 **Approved:** 10/2 **Denied:** _____ **Permit Number:** T21-138 **Expires:** 12-29-21

Permit for (check all that apply): ☒ Protected Tree Removal ☐ Protected Tree Pruning (more than 25% in a 3 year period) ☐ Heritage or Large Protected Tree Removal ☐ Heritage or Large Protected Tree Pruning

Property Owner Name: GC §7922.000
Property Location/Address: 45 Reservoir Road, Los Gatos, CA 95030
Mailing Address (if different from above): GC §7922.000
Applicant Name (if different from above): _____

Phone: GC §7922.000
E-Mail: _____
Phone: _____

Tree #	Approved	Required Finding(s)	Denied	Reason for Denial	Replacement Requirement	In Lieu Fee
8	Yes	Illegal			2-24" box trees	N/A
9	Yes	Illegal			2-24" box trees	N/A
				Total In-Lieu Fees		$0

☐ **All or some of the required replacement trees cannot be reasonably replanted on site and payment of the in-lieu fee as indicated above has been approved. Permit will not be issued until all in-lieu fees are paid in full.**

General Permit Conditions

1. Notify the Town of Los Gatos Parks and Public Works Department at 408-399-5770 48 hours before work begins.
2. All underground utilities shall be located and protected from damage due to removal, stump grinding, or root pruning activities. Contact **Underground Service Alert (USA) by dialing 811 or 800-227-2600 or online at www.usanorth.org at least 48 hours before tree removal activities.**
3. Inspect trees prior to removal or major pruning to confirm the absence of active bird nests, particularly during the spring/summer nesting season (February 1 through August 31).
4. The use of gas-powered leaf blowers is prohibited in the Town of Los Gatos. Use of electric powered leaf blowers is permitted.
5. Approved pedestrian and vehicular traffic control shall be used and maintained at all times. Depending on the location of the work, time of day, and the required equipment, an encroachment permit may be required.
6. All contractors performing tree work in the Town of Los Gatos are required to have a Town Business License. Contractors performing work valued at more than $500 must also hold a current, valid license from the Contractors State License Board (CSLB).
7. The permit must be posted on site at all times while tree removal or pruning is taking place.
8. Permit holder is required to submit photographs of replacement trees along with replanting date to the Town of Los Gatos Parks and Public Works Department prior to permit expiration date.

Special Permit Conditions

OK Rem
4-19-21

COMPLETED

Rob Moulden, Town Arborist

9-29-21
Date

Revised April 17, 2020

Appendix A: Tree Inventory Map and Proposed Site Plan

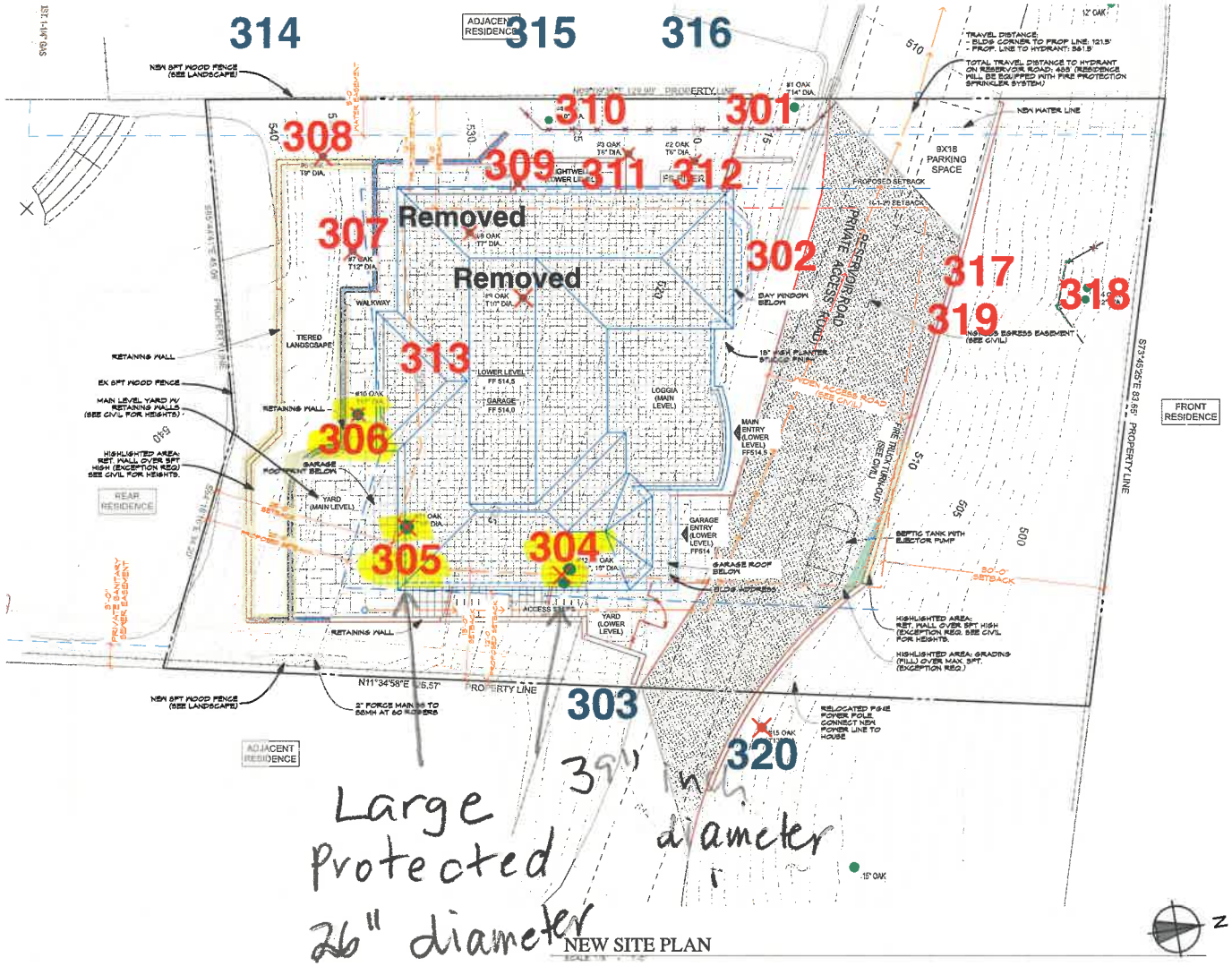


Exhibit D

Tree Many Trees Being Removed

Environmental Impact or Changes

Rural Character of the Neighborhood

Structural evaluation: focused on the crown, trunk, trunk flare, above ground roots and the site conditions contributing to conditions and/or defects that may contribute to failure.

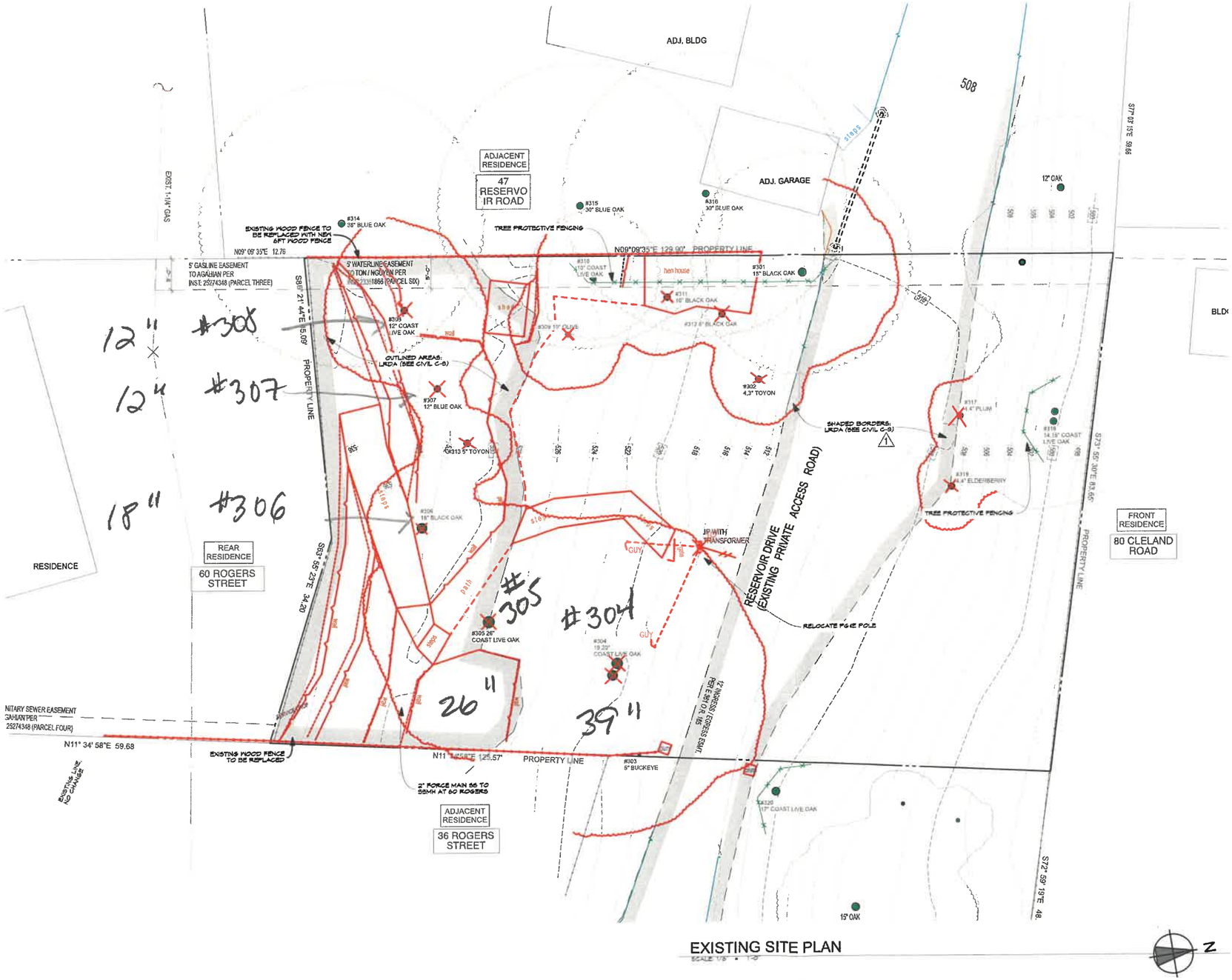
Tree Protection Zone (TPZ): Defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, especially during construction or development.

Tree Risk Assessment: Process of evaluating what unexpected things could happen, how likely it is, and what the likely outcomes are. In tree management, the systematic process to determine the level of risk posed by a tree, tree part, or group of trees.

Trunk: Stem of a tree.

Trunk Formula Technique: Method to appraise the monetary value of trees considered too large to be replaced with nursery or field grown stock. Based on developing a representative unit cost for replacement with the same or comparable species of the same size and in the same place, subject to depreciation for various factors. Contrast with replacement cost method.

Volunteer: A tree, not planted by human hands, that begins to grow on residential or commercial property. Unlike trees that are brought in and installed on property, volunteer trees usually spring up on their own from seeds placed onto the ground by natural causes or accidental transport by people. Normally, volunteer trees are considered weeds and removed, but many desirable and attractive specimens have gone on to become permanent residents on many public and private grounds.



EXISTING SITE PLAN

SCALE: 1/8" = 1'-0"

N

LEGEND

- EXISTING PROPERTY LINE
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- EXISTING LANDSCAPE RETAINING WALLS
- EXISTING WOOD FENCE
- TREE PROTECTION FENCE
- ELECTRICAL METER
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING ASPHALT PAVED PRIVATE ROAD
- LEAST RESTRICTIVE DEVELOPMENT AREA

REVISIONS	
REV.	7.30.24
REV.	9.25.24
REV.	10.29.24

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. #1 • LOS GATOS, CA. • 95030 • (408) 395-2555

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

DEMO/ EXISTING SITE PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET A-3

3 OF -

Appendix B: Tree Inventory and Assessment Tables

Table 3: Inventory and Assessment Summary

Tree Species	I.D. #	Trunk Diameter (in.)	~ Canopy Diameter (ft.)	Condition/ Percent	Expected Impact	Protection Status	Rounded Depreciated Value	Tree Protection Radii (8X DBH ft.)
black oak (*Quercus kelloggii*)	301	18	35	Fair/50%	High	Protected	$10,900.00	12
toyon (*Heteromeles arbutifolia*)	302	4, 3	8	Good/70%	High	Protected	$1,270.00	3
buckeye (*Aesculus californica*)	303	5	10	Good/70%	Moderate-High	Protected	$670.00	3
coast live oak (*Quercus agrifolia*)	304	19, 20	35	Poor/30%	High	Large Protected	$9,400.00	19
coast live oak (*Quercus agrifolia*)	305	26	35	Fair/50%	High	Large Protected	$13,400.00	17
black oak (*Quercus kelloggii*)	306	18	25	Good/70%	High	Protected	$15,300.00	12
blue oak (*Quercus douglasii*)	307	12	20	Fair/50%	High	Protected	$4,860.00	8
coast live oak (*Quercus agrifolia*)	308	12	20	Very poor	High	Protected	$860.00	8
olive (*Olea europaea*)	309	10	20	Good/70%	High	Exempt	$2,790.00	7
coast live oak (*Quercus agrifolia*)	310	10	20	Poor/30%	High	Protected	$1,190.00	7
black oak (*Quercus kelloggii*)	311	10	10	Poor/30%	High	Protected	$2,020.00	7

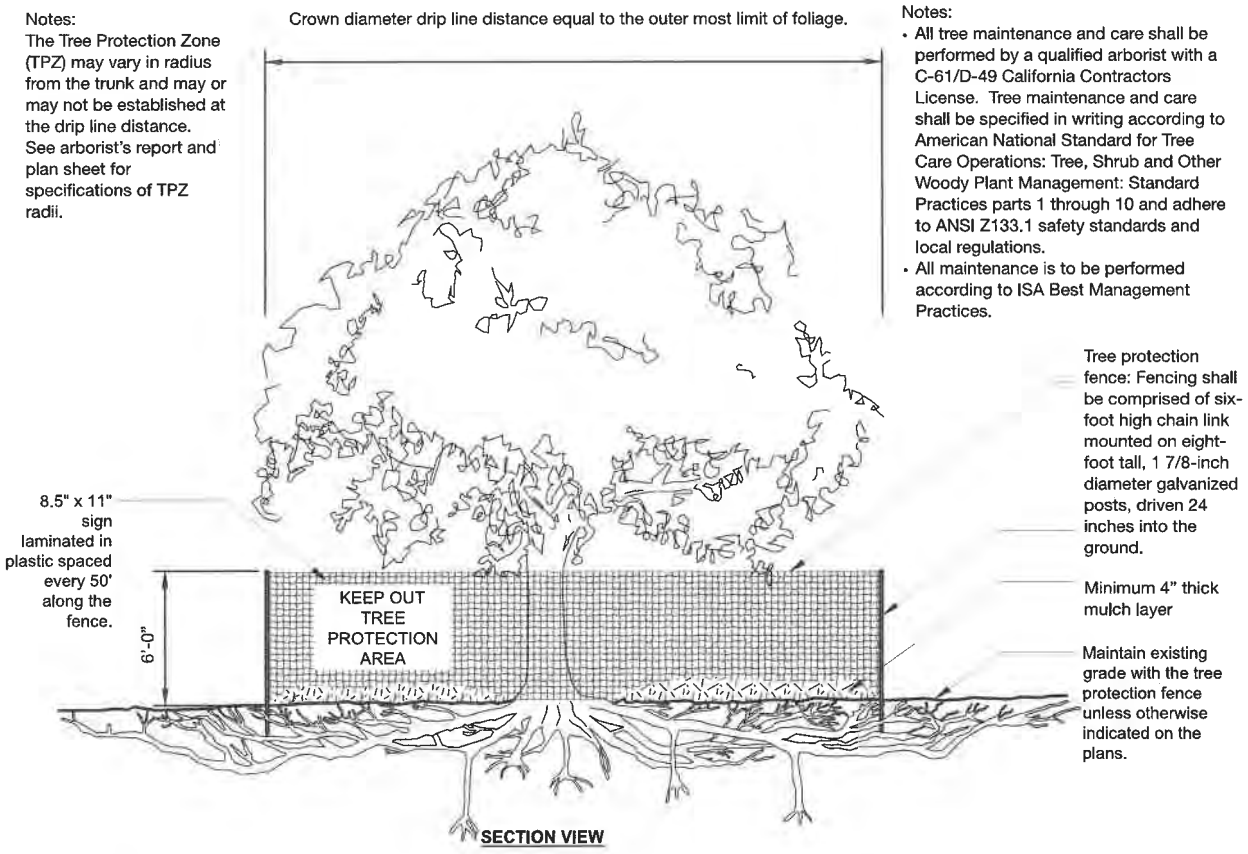
Tree Species	I.D. #	Trunk Diameter (in.)	~ Canopy Diameter (ft.)	Condition/ Percent	Expected Impact	Protection Status	Rounded Depreciated Value	Tree Protection Radii (8X DBH ft.)
black oak (*Quercus kelloggii*)	312	6	10	Poor/30%	High	Protected	$730.00	4
toyon (*Heteromeles arbutifolia)*	313	5	10	Good/70%	High	Protected	$1,270.00	3
blue oak (*Quercus douglasii*)	314	36	45	Good/70%	Moderate-High	Large Protected	$61,200.00	24
blue oak (*Quercus douglasii*)	315	30	45	Good/70%	Moderate-High	Large Protected	$42,500.00	20
blue oak (*Quercus douglasii*)	316	30	45	Good/70%	Moderate-High	Large Protected	$42,500.00	20
plum (*Prunus domestica*)	317	4, 4	15	Good/70%	High	Exempt	$940.00	4
coast live oak (*Quercus agrifolia*)	318	14, 18	35	Good/70%	High	Large Protected	$14,700.00	15
elderberry (*Sambucus canadensis*)	319	4, 4	15	Good/70%	High	Protected	$940.00	4
coast live oak (*Quercus agrifolia*)	320	17	35	Good/70%	Moderate-High	Protected	$8,000.00	11

C9: #305



Appendix D: Tree Protection Guidelines

D1: Plan Sheet Detail S-X (Type I)



S-X TREE PROTECTION

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE
Modified by Monarch Consulting Arborists LLC, 2019

C8: #304



C7: #306, #313, and #307



Appendix E: Tree Protection Signs

E1: English

Warning
Tree Protection Zone

This Fence Shall Not Be Removed
And Is Subject To Penalty According To
Town Code 29.10.1025

E2: Spanish

Cuidado
Zona De Arbol Pretejido

Esta valla no podrán ser sacados
Y está sujeta a sanción en función de
Código Ciudad del 29.101025

C4: Trees #315 and #316 (Adjacent site)



C3: #318

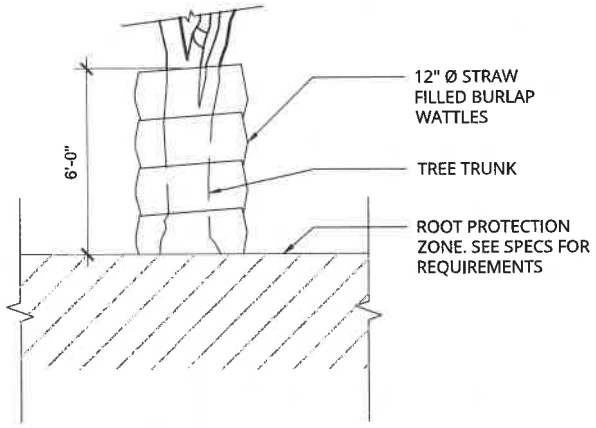


D3: Section 29.10.1005. - Protection of Trees During Construction

Tree Protection Zones and Fence Specifications

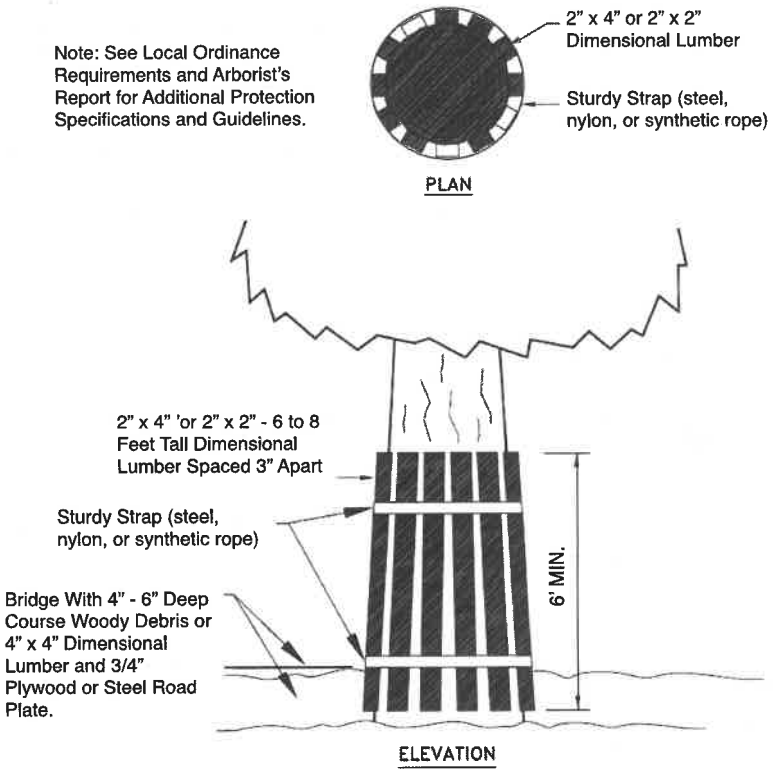
1. **Size and materials:** Six (6) foot high chain link fencing, mounted on two-inch diameter galvanized iron posts, shall be driven into the ground to a depth of at least two (2) feet at no more than ten-foot spacing. For paving area that will not be demolished and when stipulated in a tree preservation plan, posts may be supported by a concrete base.
2. **Area type to be fenced:** Type I: Enclosure with chain link fencing of either the entire dripline area or at the tree protection zone (TPZ), when specified by a certified or consulting arborist. Type II: Enclosure for street trees located in a planter strip: chain link fence around the entire planter strip to the outer branches. Type III: Protection for a tree located in a small planter cutout only (such as downtown): orange plastic fencing shall be wrapped around the trunk from the ground to the first branch with two-inch wooden boards bound securely on the outside. Caution shall be used to avoid damaging any bark or branches.
3. **Duration of Type I, II, III fencing:** Fencing shall be erected before demolition, grading or construction permits are issued and remain in place until the work is completed. Contractor shall first obtain the approval of the project arborist on record prior to removing a tree protection fence.
4. **Warning Sign:** Each tree fence shall have prominently displayed an eight and one-half-inch by eleven-inch sign stating: "Warning —Tree Protection Zone—This fence shall not be removed and is subject to penalty according to Town Code 29.10.1025." Text on the signs should be in both English and Spanish (Appendix E).

D2: Plan Sheet Detail S-Y (Type III)



SECTION VIEW

S-Y TRUNK PROTECTION WITH WATTLE



Trunk Protection Vertical Timber Detail

Sec. 24.10.080. - Town-initiated parcel merger. "Exhibit E" Legality of the Lot"

(a) The Town may initiate a merger of a parcel with a contiguous parcel held by the same owner if any one (1) of the contiguous parcels held by the same owner does not conform to standards for minimum parcel size, under the zoning ordinance applicable to the parcel and if, in accordance with Government Code Section 66451.11, all of the following requirements are satisfied:

(1) At least one (1) of the affected parcels is undeveloped by any structure for which a building permit was issued or for which a building permit was not required at the time of construction, or is developed only with an accessory structure or accessory structures, or is developed with a single structure, other than an accessory structure, that is also partially sited on a contiguous parcel.

(2) With respect to any affected parcel, one (1) or more of the following conditions exists:

a. Comprises less than five thousand (5,000) square feet in area at the time of the determination of merger;

b. Was not created in compliance with applicable laws and ordinances in effect at the time of its creation;

c. Does not meet current standards for sewage disposal and domestic water supply;

d. Does not meet slope stability standards;

e. Has no legal access which is adequate for vehicular and safety equipment access and maneuverability;

f. Its development would create health or safety hazards; or

g. Is inconsistent with the applicable general plan and any applicable specific plan, other than minimum lot size or density standards.

(b) Before initiating a parcel merger, the Town will notify the owner of the affected parcels and provide the owner with the opportunity for a public hearing. The public hearing will be conducted by the Planning Commission. The decision of the Planning Commission may be appealed to the Town Council within ten (10) days of the decision of the Planning Commission. The decision of the Town Council shall be final.

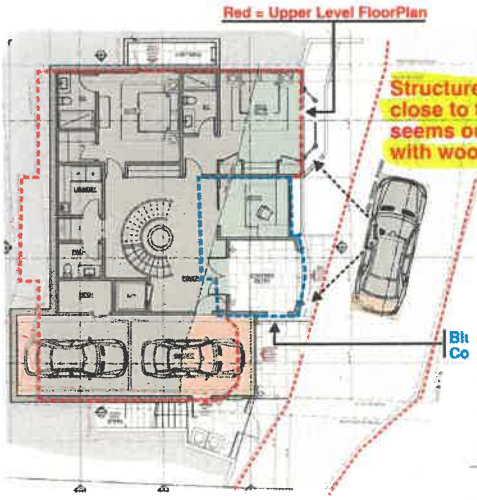
(Ord. No. 2337, § II, 2-22-23)

There was no public hearing on this lot. Was it created out of a merger?

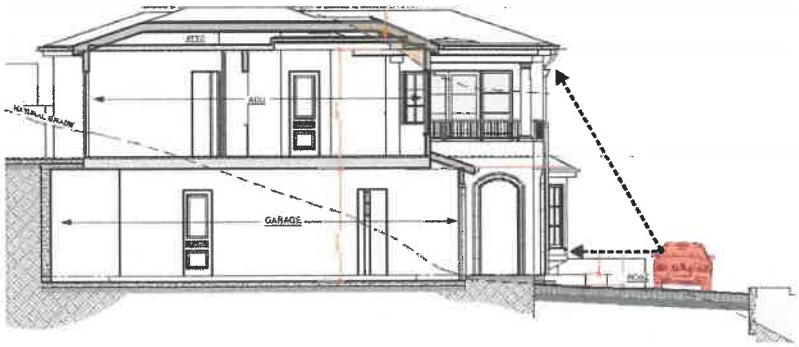
A second issue is of more concern and may not have a viable alternative aside from a smaller building footprint and volume. However, I do feel it is important to identify the issue because of its potential impact on the character of the private drive.

The issue is that the proposed house is quite close to the road and appears to be closer to the road than other nearby homes. This may be acceptable given the private acces road, but it seems out of character with its current semi-rural, wooded environment - see illustrations below.









Sean, please let me know if you have any questions, or if there are other issues that I did not address.

Sincerely,

CANNON DESIGN GROUP

Larry L. Cannon

CANNON DESIGN GROUP
700 LARKSPUR LANDING CIRCLE . SUITE 199 . LARKSPUR . CA . 94939

This Page Intentionally Left Blank

DRAFT RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DENYING AN APPEAL OF THE DECISION OF THE PLANNING COMMISSION APPROVAL OF A REQUEST FOR CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE WITH REDUCED SIDE AND REAR YARD SETBACKS, SITE IMPROVEMENTS REQUIRING A GRADING PERMIT, AND REMOVAL OF LARGE PROTECTED TREES ON VACANT PROPERTY ZONED R-1:20 AND UPHOLDING THE APPROVAL.

APN 529-33-054
ARCHITECTURE AND SITE APPLICATION: S-22-048
PROPERTY LOCATION: 45 RESERVOIR ROAD
APPELLANT: MARY J. VIDOVICH
PROPERTY OWNER: FARNAZ AGAHIAN
APPLICANT: GARY KOHLSAAT, ARCHITECT

WHEREAS, on January 8, 2025, the Planning Commission held a public hearing and considered a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20, located at 45 Reservoir Road. The Planning Commission approved the Architecture and Site application;

WHEREAS, on January 17, 2025, the appellant, an interested person, filed a timely appeal of the decision of the Planning Commission approving the request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20 located at 45 Reservoir Road;

WHEREAS, this matter came before the Town Council for public hearing on March 4, 2025, and was regularly noticed in conformance with State and Town law;

WHEREAS, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. The Town Council considered all testimony and materials submitted, including the record of the Planning Commission proceedings and the packet of materials contained in the Council Agenda Report for their meeting on March 4, 2025, along with any and all subsequent reports and materials prepared concerning this application; and

WHEREAS, Town Code Sections 29.20.275 and 29.20.295 provide that an appellant bears the burden of proof to demonstrate that there was error or abuse of discretion by the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

In accordance with Town Code section 29.20.275, the Town Council finds that:

1. The appellant has not demonstrated that there was error or abuse of discretion by

the Planning Commission in approving the Architecture and Site application.

2. The Town Council of the Town of Los Gatos does hereby declare, determine, and order that the following findings and considerations were properly made by the Planning Commission:

Finding for the California Environmental Quality Act (CEQA):

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

Finding required for a setback exception on a non-conforming property:

As required by Section 29.10.265 of the Town Code for modification of zoning rules on nonconforming lots, including setback requirements, driveway/access road width, and driveway depth:

1. The subject property is nonconforming with regard to lot size in that the subject property is 10,000 square feet where 20,000 square feet is required by the R-1:20 zone;
2. The side and rear setbacks would be compatible with three residences in the immediate neighborhood that include setbacks that do not meet the requirements of the zone
3. The driveway/access road includes portions that do not meet the 18-foot requirement and the applicant demonstrated that the plan balances the road widening with private property limitations, fire access, tree preservation, and existing conditions;
4. The driveway depth does not meet the required length of 18 feet and the applicant demonstrated that due to site constraints and the requirement for a firetruck turnaround, a compliant driveway depth is not feasible. While the proposed driveway is approximately three feet, six inches at its shortest point, the width of the roadway and firetruck turnaround adjacent to the garage is 49 feet, five inches and would provide ample back up distance for vehicles exiting the garage. The private road serves five other properties and vehicular traffic is anticipated to be minimal, limiting potential conflicts with the proposed driveway configuration.

Finding required for exemption to parking requirements:

As required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements, due to site constraints, including nonconforming lot size, slopes, and the private road bisecting the lot, the lot does not have adequate area to provide the two required parking spaces within the proposed garage. The applicant has provided parking to the greatest extent feasible with an attached garage in a tandem configuration. Pursuant to Town Code Section 29.10.155 (d)(3), when a garage is used to accommodate the two required parking spaces for single-family dwellings, the garage must have interior clear dimensions of at least 20 feet by 20

feet, resulting in a side-by-side parking configuration. The applicant proposes an attached two-car garage in a tandem configuration. Of the two provided parking spaces within the garage, one meets the minimum dimensions for a single-car garage parking space of 11 feet by 20 feet, while the second parking space would be reduced to 11 feet by 18 feet.

Finding for compliance with the Zoning Regulations:

The project meets the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the side and rear setbacks, driveway/access road width, parking configuration and dimensions, and driveway depth and the findings for these exceptions can be made, as provided above.

Findings for compliance with the Residential Design Guidelines:

The project complies with the Residential Design Guidelines for single-family residences. The Town's Consulting Architect reviewed the project and provided recommendations for changes to increase compatibility with the Residential Design Guidelines and the immediate neighborhood. In response to these recommendations, the applicant made modifications to the design of the residence and submitted a letter responding to the recommendations.

Findings for compliance with the Hillside Development Standards and Guidelines:

The project complies with the Hillside Development Standards and Guidelines except for the exceptions to grading depths, retaining wall heights, and buildings located outside of the least restrictive development area and due to site constraints, including nonconforming lot size, slopes, and the private road bisecting the lot the findings for these exceptions can be made.

Findings for compliance with the Hillside Specific Plan:

As required, the project complies with the Hillside Specific Plan except for the exception to the guest parking requirement. Due to site constraints, including nonconforming lot size, steep slopes, requirement for a firetruck turnaround, and the private road bisecting the lot, there is not adequate room to provide the four required guest parking spaces. The applicant provided one guest parking space, which is to the greatest extent feasible given the site constraints.

Considerations required in review of Architecture and Site applications:

As required by Section 29.20.150 of the Town Code, the considerations in review of an Architecture and Site application were all made in reviewing this project, including but not limited to, neighborhood compatibility, architectural design, site layout, and landscaping.

3. The Planning Commission decision is supported by substantial evidence in the

record.

4. The appeal of the decision of the Planning Commission approving a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20, located at 45 Reservoir Road, is denied and the application approval is upheld, subject to the attached Conditions of Approval (Exhibit A).

5. The decision constitutes a final administrative decision pursuant to Code of Civil Procedure section 1094.6 as adopted by section 1.10.085 of the Town Code of the Town of Los Gatos. Any application for judicial relief from this decision must be sought within the time limits and pursuant to the procedures established by Code of Civil Procedure section 1094.6, or such shorter time as required by state and federal Law.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 4th day of March 2025, by the following vote:

COUNCIL MEMBERS:
AYES:
NAYS:
ABSENT:
ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DRAFT

TOWN COUNCIL – *March 4, 2025*
CONDITIONS OF APPROVAL

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, DRC, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.

DRAFT

9. LANDSCAPE SPECIES: Revise all landscape species to be consistent with the Hillside Development Standards and Guidelines.
10. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.
11. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
12. STORY POLES/PROJECT IDENTIFICATION SIGNAGE: Story poles and/or project identification signage on the project site shall be removed within 30 days of approval of the Architecture & Site application.
13. EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards & Guidelines.
14. DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards & Guidelines.
15. MAINTENANCE AGREEMENT: Following the issuance of a certificate of occupancy, the property owner shall execute a five-year maintenance agreement with the Town that the property owner agrees to protect and maintain the trees shown to remain on the approved plans, trees planted as part of the tree replacement requirements, and guarantees that said trees will always be in a healthy condition during the term of the maintenance agreement.
16. TREE DEED RESTRICTION: Prior to issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that identifies the on-site trees that were used to provide screening in the visibility analysis and requires their replacement if they die or are removed.
17. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If

DRAFT

the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

18. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.

    If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

    If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

    a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.

DRAFT

b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

19. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.
    b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.
    c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.
    d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.
20. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.

DRAFT

a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.
b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.
c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

   Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

21. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded

basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

22. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

23. PERMITS REQUIRED: A Building Permit is required for the construction of the new single-family residence and attached garage. An additional Building Permit will be required for the PV System that is required by the California Energy Code.
24. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12, including locally adopted Reach Codes.
25. CONDITIONS OF APPROVAL: The Conditions of Approval must be blue lined in full on the cover sheet of the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
26. BUILDING & SUITE NUMBERS: Submit requests for new building addresses to the Building Division prior to submitting for the building permit application process.
27. SIZE OF PLANS: Minimum size 24" x 36", maximum size 30" x 42".
28. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.
29. SHORING: Shoring plans and calculations will be required for all excavations which exceed five (5) feet in depth, or which remove lateral support from any existing building, adjacent property, or the public right-of-way. Shoring plans and calculations shall be prepared by a California licensed engineer and shall confirm to the Cal/OSHA regulations.
30. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation

DRAFT

c. Foundation corner locations
d. Retaining wall(s) locations and elevations

31. TITLE 24 ENERGY COMPLIANCE: All required California Title 24 Energy Compliance Forms must be blue-lined (sticky-backed), i.e., directly printed, onto a plan sheet.
32. TOWN RESIDENTIAL ACCESSIBILITY STANDARDS: New residential units shall be designed with adaptability features for single-family residences per Town Resolution 1994-61:
    a. Wood backing (2" x 8" minimum) shall be provided in all bathroom walls, at water closets, showers, and bathtubs, located 34 inches from the floor to the center of the backing, suitable for the installation of grab bars if needed in the future.
    b. All passage doors shall be at least 32-inch-wide doors on the accessible floor level.
    c. The primary entrance door shall be a 36-inch-wide door including a 5'x 5' level landing, no more than 1 inch out of plane with the immediate interior floor level and with an 18-inch clearance at interior strike edge.
    d. A door buzzer, bell or chime shall be hard wired at primary entrance.
33. BACKWATER VALVE: The scope of this project may require the installation of a sanitary sewer backwater valve per Town Ordinance 6.50.025. Please provide information on the plans if a backwater valve is required and the location of the installation. The Town of Los Gatos Ordinance and West Valley Sanitation District (WVSD) requires backwater valves on drainage piping serving fixtures that have flood level rims less than 12 inches above the elevation of the next upstream manhole.
34. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
35. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2019 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
36. PROVIDE DEFENSIBLE SPACE/FIRE BREAK LANDSCAPING PLAN: Prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
37. PRIOR TO FINAL INSPECTION: Provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.
38. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
39. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be part of the plan submittal as the second page. The specification sheet is available online at www.losgatosca.gov/building.
40. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:

DRAFT

a. Community Development – Planning Division: (408) 354-6874
b. Engineering/Parks & Public Works Department: (408) 399-5771
c. Santa Clara County Fire Department: (408) 378-4010
d. West Valley Sanitation District: (408) 378-2407
e. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS & PUBLIC WORKS:

Engineering Division

41. GENERAL: All public improvements shall be made according to the latest adopted Town Standard Plans, Standard Specifications and Engineering Design Standards. All work shall conform to the applicable Town ordinances. The adjacent public right-of-way shall be kept clear of all job-related mud, silt, concrete, dirt and other construction debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless an encroachment permit is issued by the Engineering Division of the Parks and Public Works Department. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the issuance of correction notices, citations, or stop work orders and the Town performing the required maintenance at the Owner's expense.
42. PAYMENT OPTIONS:
    a. All payments regarding fees and deposits can be mailed to:
    Town of Los Gatos PPW – Attn: Engineering Dept
    41 Miles Avenue
    Los Gatos, CA 95030

    Or hand deliver/drop off payment in engineering lock box
    Checks made out to **"Town of Los Gatos"** and should mention **address and application number** on memo/note line.
43. APPROVAL: This application shall be completed in accordance with all the conditions of approval listed below and in substantial compliance with the latest reviewed and approved development plans. Any changes or modifications to the approved plans or conditions of approvals shall be approved by the Town Engineer.
44. CONSTRUCTION PLAN REQUIREMENTS: Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website.
45. CHANGE OF OCCUPANCY: Prior to initial occupancy and any subsequent change in use or occupancy of any non-residential condominium space, the buyer or the new or existing occupant shall apply to the Community Development Department and obtain approval for use determination and building permit and obtain inspection approval for any necessary work to establish the use and/or occupancy consistent with that intended.
46. GENERAL LIABILITY INSURANCE: The property owner shall provide proof of insurance to

DRAFT

the Town on a yearly basis. In addition to general coverage, the policy must cover all elements encroaching into the Town's right-of-way.

47. PUBLIC WORKS INSPECTIONS: The Owner, Applicant and/or Developer or their representative shall notify the Engineering Inspector at least twenty-four (24) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all work in the Town's right-of-way. Failure to do so will result in penalties and rejection of any work that occurred without inspection.
48. RESTORATION OF PUBLIC IMPROVEMENTS: The Owner, Applicant and/or Developer or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner, Applicant and/or Developer or their representative's operations. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired and replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed, therefore. Existing improvement to be repaired or replaced shall be at the direction of the Engineering Construction Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the Engineering Construction Inspector shall be completed before the issuance of a certificate of occupancy. The Owner, Applicant and/or Developer or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.
49. PLAN CHECK FEES: Plan check fees associated with the Grading Permit shall be deposited with the Engineering Division of the Parks and Public Works Department prior to the commencement of plan check review.
50. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
51. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of permits or recordation of maps.
52. DESIGN CHANGES: Any proposed changes to the approved plans shall be subject to the approval of the Town prior to the commencement of any and all altered work. The Owner's project engineer shall notify, in writing, the Town Engineer at least seventy-two (72) hours in advance of all the proposed changes. Any approved changes shall be incorporated into the final "as-built" plans.
53. PLANS AND STUDIES: All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California and submitted to the Town Engineer for review and approval. Additionally, any post-project traffic or parking counts, or other studies imposed by the Planning Commission or Town Council shall be funded by the Owner, Applicant and/or Developer.
54. GRADING PERMIT DETERMINATION DURING CONSTRUCTION DRAWINGS: In the event that, during the production of construction drawings and/or during construction of the plans approved with this application by the Town of Los Gatos, it is determined that a grading permit would be required as described in Chapter 12, Article II (Grading Permit) of

DRAFT

the Town Code of the Town of Los Gatos, an Architecture and Site Application would need to be submitted by the Owner for review and approval by the Development Review Committee prior to applying for a grading permit.

55. ILLEGAL GRADING: Per the Town's Comprehensive Fee Schedule, applications for work unlawfully completed shall be charged double the current fee. As a result, the required grading permit fees associated with an application for grading will be charged accordingly.
    a. DUST CONTROL: Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three (3) times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets shall be cleaned by street sweepers or by hand as often as deemed necessary by the Town Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one (1) late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Town. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed twenty (20) miles per hour (MPH). All trucks hauling soil, sand, or other loose debris shall be covered.
56. CONSTRUCTION ACTIVITIES: All construction shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinance, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
57. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris SHALL NOT be washed into the Town's storm drains.
58. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
59. GOOD HOUSEKEEPING: Good housekeeping practices shall be observed at all times during the course of construction. All construction shall be diligently supervised by a person, or persons authorized to do so at all times during working hours. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in penalties and/or the Town performing the required maintenance at the Owner's expense
60. SITE DESIGN MEASURES: This project shall incorporate at least one of the following measures:
    a. Protect sensitive areas and minimize changes to the natural topography.
    b. Minimize impervious surface areas.
    c. Direct roof downspouts to vegetated areas.

DRAFT

d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
e. Use landscaping to treat stormwater.

61. CONSTRUCTION HOURS: All subdivision improvements and site improvements construction activities, including the delivery of construction materials, labors, heavy equipment, supplies, etc., shall be limited to the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays. The Town may authorize, on a case-by-case basis, alternate construction hours. The Owner, Applicant and/or Developer shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
62. CONSTRUCTION NOISE: Between the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet from the source. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.
63. SANITARY SEWER CLEANOUT: Sanitary sewer cleanouts shall be relocated within the property in question.
64. PRECONSTRUCTION MEETING: Prior to issuance of any grading or building permits or the commencement of any site work, the general contractor shall:
    a. Along with the Owner, Applicant and/or Developer, attend a pre-construction meeting with the Town Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters.
    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them as well prior to commencing any work, and that a copy of the project conditions of approval will be posted on-site at all times during construction.
65. CONSTRUCTION VEHICLE PARKING: Construction vehicle parking within the public right-of- way will only be allowed if it does not cause access or safety problems as determined by the Town.
66. STREET/SIDEWALK CLOSURE: Any proposed blockage or partial closure of the street and/or sidewalk requires an encroachment permit. Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.
67. GRADING PERMIT: A grading permit is required for all site grading and drainage work except for exemptions listed in Section 12.20.015 of The Code of the Town of Los Gatos (Grading Ordinance). Grading work taking place either simultaneously, on-site is considered eligible for the grading permit process and could be counted toward quantities, depending on permit status. After the preceding Architecture and Site Application has been approved by the respective deciding body and the appeal period has passed, the grading permit application with grading plans and associated required materials shall be submitted via email to the PPW engineer assigned to the A&S review. Plan check fees (determined after initial submittal) shall be sent to the Engineering Division of the Parks and Public Works

DRAFT

Department located at 41 Miles Avenue. The grading plans shall include topographic map/existing conditions, final grading, drainage, retaining wall location(s), driveway, utility sheet and erosion control. Grading plans shall list earthwork quantities and a table of existing and proposed impervious areas. Unless specifically allowed by the Director of Parks and Public Works, the grading permit will be issued concurrently with the building permit. The grading permit is for work outside the building footprint(s). Prior to Engineering signing off and closing out on the issued grading permit, the Owner's soils engineer shall verify, with a stamped and signed letter, that the grading activities were completed per plans and per the requirements as noted in the soils report. A separate building permit, issued by the Building Department, located at 110 E. Main Street, is needed for grading within the building footprint.

68. SECURITY OF PERFORMANCE: Prior to approval of the grading permit, the applicant shall provide security for the performance of the work described and delineated on the approved grading plans. The form of security shall be one (1) or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney
    a. Bond or bonds issued by one (1) or more duly authorized corporate sureties on a form approved by the Town.
    b. Deposit, with the Town, money, negotiable bonds of the kind approved for securing deposits of public monies, or other instrument of credit from one (1) or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment.
69. GRADING ACTIVITY RESTRICTIONS: Upon receipt of a grading permit, any and all grading activities and operations shall not occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15).
70. CONSTRUCTION EASEMENT: Prior to the issuance of a grading or building permit, it shall be the sole responsibility of the Owner, Applicant and/or Developer to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed. Proof of agreement/approval is required prior to the issuance of any Permit.
71. DRAINAGE STUDY: Prior to the issuance of any grading or building permits, the following drainage studies shall be submitted to and approved by the Town Engineer: a drainage study of the project including diversions, off-site areas that drain onto and/or through the project, and justification of any diversions; a drainage study evidencing that the proposed drainage patterns will not overload the existing storm drain facilities; and detailed drainage studies indicating how the project grading, in conjunction with the drainage conveyance systems (including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding) will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood.
72. DRAINAGE IMPROVEMENT: Prior to the issuance of any grading permits, the Owner, Applicant and/or Developer shall: a) design provisions for surface drainage; and b) design all necessary storm drain facilities extending to a satisfactory point of disposal for the

proper control and disposal of storm runoff; and c) provide a recorded copy of any required easements to the Town.

73. TREE REMOVAL: Copies of all necessary tree removal permits shall be provided prior to the issuance of a building permit. An arborist report may be necessary.
74. SURVEYING CONTROLS: Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer qualified to practice land surveying, for the following items:
    a. Retaining wall: top of wall elevations and locations.
    b. Toe and top of cut and fill slopes.
75. RETAINING WALLS: A building permit, issued by the Building Department, located at 110 E. Main Street, may be required for site retaining walls. Walls are not approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
76. PROXIMITY OF RETAINING WALLS TO ADJACENT BUILDINGS: Prior to the issuance of a grading or building permit, structural details for the proposed retaining walls located immediately adjacent to or in the immediate vicinity of existing buildings on adjoining lots shall be submitted confirming that said walls will not negatively affect the structural integrity of these buildings.
77. WEST VALLEY SANITATION DISTRICT: All sewer connection and treatment plant capacity fees shall be paid either immediately prior to the issuance of a sewer connection permit. Written confirmation of payment of these fees shall be provided prior to issuance of the Grading Permit.
78. GEOLOGY AND SOILS MITIGATION MEASURE: A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. All recommendations of the investigation shall be incorporated into project plans.
79. GEOTECHNICAL/GEOLOGICAL ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner’s soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing shall be documented in an “as-built” letter/report prepared by the Owner’s soils engineer and submitted to the Town before a certificate of occupancy is granted.
80. FENCES: Fences between all adjacent parcels will need to be located on the property lines/boundary lines. Any existing fences that encroach into the neighbor’s property will need to be removed and replaced to the correct location of the boundary lines before a Certificate of Occupancy for any new building can be issued. Waiver of this condition will require signed and notarized letters from all affected neighbors.
81. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of any building or grading permit, the Owner shall pay the project's proportional share of transportation improvements

DRAFT

needed to serve cumulative development within the Town of Los Gatos. The fee amount will be based upon the Town Council resolution in effect at the time the building permit is issued.

82. PRECONSTRUCTION PAVEMENT SURVEY: Prior to issuance of any grading or building permit, the Owner, Applicant and/or Developer shall complete a pavement condition survey documenting the extent of existing pavement defects using a smartphone video (in Landscape orientation only) or digital video camera. The survey shall extend the length of Reservoir Road and the connecting private access driveway. The results shall be documented in a report and submitted to the Town for review.
83. POSTCONSTRUCTION PAVEMENT SURVEY: The Owner, Applicant and/or Developer shall complete a pavement condition survey covering the same sections of roads documented in the Preconstruction Pavement Survey to determine whether road damage occurred as a result of project construction and whether there were changes in pavement strength. Rehabilitation improvements required to restore the pavement to pre-construction condition. The results shall be documented in a report and submitted to the Town for review and approval before a Certificate of Occupancy for any new building can be issued. The Owner, Applicant and/or Developer shall be responsible for completing any required road repairs prior to release of the faithful performance bond.
84. ON-SITE/OFF-SITE PARKING: Parking spaces shall be paved with a compacted base not less than four (4) inches thick, surfaced with asphaltic concrete or Portland cement concrete pavement or other surfacing (e.g.: permeable paving materials, interlocking pavers and ribbon strip driveways) approved by the Town Engineer.
85. TRAFFIC CONTROL PLAN: If a traffic control plan is required, it must be submitted and approved by the Town Engineer prior to the issuance of an encroachment, grading or building permit. This plan shall include, but not be limited to, the following measures:
    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, special events, and other projects in the area. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.
    b. Flag persons shall be placed at locations necessary to control one-way traffic flow. All flag persons shall have the capability of communicating with each other to coordinate the operation.
    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation.
86. HAULING OF SOIL: Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Director of Parks and Public Works. Prior to the issuance of a grading or building permit, the Owner and/or Applicant or their representative shall work with the Town Building Department and Engineering Division Inspectors to devise a traffic control plan to ensure safe and efficient traffic flow under periods when soil is hauled on or off the project site. This may include but is not limited to provisions for the Owner and/or Applicant to place construction notification signs noting the dates and time of construction and hauling activities or providing additional traffic

DRAFT

control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand, and other loose debris.

87. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any grading or building permits, the Owner and/or Applicant's design consultant shall submit a construction management plan sheet (full-size) within the plan set that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, materials storage area(s), construction trailer(s), concrete washout(s) and proposed portable restroom locations. Please refer to the Town's Construction Management Plan Guidelines document for additional information.
88. SHARED PRIVATE STREET: The private street accessing the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
89. EMERGENCY VEHICLE ACCESS: The Emergency Vehicle Access Easement (EVAE) that traverses the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
90. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any grading or building permits, the Owner, Applicant and/or Developer shall coordinate with the Santa Clara County Fire Department to ensure that any proposed modifications to the Emergency Vehicle Access Easement that traverses the Project Site are curvilinear, allows for the Department's equipment to travel across said easement, and meets all Department specifications. Plans shall be submitted to the Santa Clara County Fire Department for approval prior to construction.
91. WVSD (West Valley Sanitation District): Sanitary sewer laterals are televised by West Valley Sanitation District and approved by the Town of Los Gatos before they are used. A Sanitary Sewer Clean-out is required at the property line, within one (1) foot of the property line, or at a location specified by the Town.
92. SANITARY SEWER BACKWATER VALVE: Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Building Official. The Town shall not incur any liability or responsibility for damage resulting from a sewer overflow where the property owner or other person has failed to install a backwater valve as defined in the Uniform Plumbing Code adopted by the Town and maintain such device in a functional operation condition.

    Evidence of West Sanitation District's decision on whether a backwater device is needed shall be provided prior to the issuance of a building permit.
93. RELOCATION OF TRASH AND RECYCLING COLLECTION LOCATION: Prior to the issuance of any permits, an approval letter from West Valley Collection & Recycling accepting the

trash and recycling collection locations shall be provided to the Town.

94. BEST MANAGEMENT PRACTICES (BMPs): The Owner, Applicant and/or Developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Best Management Practices (BMPs) shall be maintained and be placed for all areas that have been graded or disturbed and for all material, equipment and/or operations that need protection. Removal of BMPs (temporary removal during construction activities) shall be replaced at the end of each working day. Failure to comply with the construction BMP will result in the issuance of correction notices, citations, or stop work orders.
95. INFILTRATION TRENCHES: The following requirements apply to the proposed infiltration trenches:
    a. Prior to completion of the Final Stormwater Control Plan, a geotechnical engineer shall review the design of the infiltration trenches and retaining walls along the portion of the road within the property boundary and determine whether additional structural supports are needed to ensure stability of the road and the adjacent hillside during the wet season.
    b. The assumed infiltration rate shall be verified with actual site-specific soils data prior to the Final Stormwater Control Plan for the development. If the infiltration rate is lower, a hydrologic analysis shall be conducted to ensure that the proposed trench sizes are adequate.
    c. The infiltration trench shall be protected from sediment generated during construction of homes on the lots. The proposed source control measures shall be indicated on the project plans.
    d. Maintenance of stormwater treatment and the infiltration trenches shall be the responsibility of the property owner and/or future property owners.
96. UNLAWFUL DISCHARGES: It is unlawful to discharge any wastewater or cause hazardous domestic waste materials to be deposited in such a manner or location as to constitute a threatened discharge, into storm drains, gutters, creeks or the San Francisco Bay. Unlawful discharges to storm drains include, but are not limited to: discharges from toilets, sinks, industrial processes, cooling systems, boilers, fabric cleaning, equipment cleaning, or vehicle cleaning.
97. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department during the grading permit application process. A maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping, shall be included. Interim erosion control method shall include, but are not limited to silt fences, fiber rolls (with locations and details), erosion control blankets,

    Town standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months.
98. AIR QUALITY: To limit the project's construction-related dust and criteria pollutant

emissions, the following the Bay Area Air Quality Management District (BAAQMD)-recommended basic construction measures shall be included in the project's grading plan, building plans, and contract specifications:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, or otherwise kept dust-free.
b. All haul trucks designated for removal of excavated soil and demolition debris from site shall be staged off-site until materials are ready for immediate loading and removal from site.
c. All haul trucks transporting soil, sand, debris, or other loose material off-site shall be covered.
d. As practicable, all haul trucks and other large construction equipment shall be staged in areas away from the adjacent residential homes.
e. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day, or as deemed appropriate by Town Engineer. The use of dry power sweeping is prohibited. An on-site track-out control device is also recommended to minimize mud and dirt-track-out onto adjacent public roads.
f. All vehicle speeds on unpaved surfaces shall be limited to fifteen (15) miles per hour.
g. All driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within forty-eight (48) hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. Please provide the BAAQMD's complaint number on the sign: 24-hour toll-free hotline at 1-800-334-ODOR (6367).
i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed twenty (20) miles per hour.
j. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

99. DETAILING OF STORMWATER MANAGEMENT FACILITIES: Prior to the issuance of any grading or building permits, all pertinent details of any and all proposed stormwater management facilities, including, but not limited to, ditches, swales, pipes, bubble-ups, dry wells, outfalls, infiltration trenches, detention basins and energy dissipaters, shall be provided on submitted grading and drainage plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
100. WATER FEATURES: New swimming pools, hot tubs, spas and/or fountains shall have a connection to the sanitary sewer system, subject to West Valley Sanitation District's authority and standards, to facilitate draining events. Discharges from these feature(s) shall be directed to the sanitary sewer and are not allowed into the storm drain system.
101. SITE DRAINAGE: Rainwater leaders shall be discharged to splash blocks. On-site drainage

DRAFT

systems for all projects shall include one of the alternatives included in section C.3.i of the Municipal Regional NPDES Permit. These include storm water reuse via cisterns or rain barrels, directing runoff from impervious surfaces to vegetated areas and use of permeable surfaces. If stormwater treatment facilities are to be used, they shall be placed a minimum of ten (10) feet from the adjacent property line and/or right-of-way. Alternatively, the facility(ies) may be located with an offset between 5 and 10 feet from the adjacent property and/or right-of-way line(s) if the responsible engineer in charge provides a stamped and signed letter that addresses infiltration and states how facilities, improvements and infrastructure will not adversely affect the adjacent property. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

102. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
103. NOTE: The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to "…adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. Where a conflict exists between local & 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08. All comments below that result from PRC 4290 are identified by **.
104. **WIDTH: (a) All roads shall be constructed to provide a minimum of two ten (10) foot traffic lanes, not including shoulder and striping. These traffic lanes shall provide for two-way traffic flow to support emergency vehicle and civilian egress, unless other standards are provided in this article or additional requirements are mandated by local jurisdictions or local subdivision requirements. Vertical clearances shall conform to the requirements in California Vehicle Code section 35250. (b) All one-way roads shall be constructed to provide a minimum of one twelve (12) foot traffic lane, not including shoulders. The local jurisdiction may approve one-way roads. (1) All one-way roads shall, at both ends, connect to a road with two traffic lanes providing for travel in different directions, and shall provide access to an area currently zoned for no more than ten (10) residential units. (2) In no case shall a one-way road exceed 2,640 feet in length. A turnout shall be placed and constructed at approximately the midpoint of each one-way road. (c) All driveways

shall be constructed to provide a minimum of one (1) ten (10) foot traffic lane, fourteen (14) feet unobstructed horizontal clearance, and unobstructed vertical clearance of thirteen feet, six inches (13' 6”). California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2 Articles 1-5, § 1273.01.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

105. **ROAD SURFACES: (a) Roads shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds and provide an aggregate base. (b) Driveways and road and driveway structures shall be designed and maintained to support at least 40,000 pounds. (c) Project proponent shall provide engineering specifications to support design, if requested by the local authority having jurisdiction. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.02.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
106. **GRADES: (a) At no point shall the grade for all roads and driveways exceed 16 percent. (b) The grade may exceed 16%, not to exceed 20%, with approval from the local authority having jurisdiction and with mitigations to provide for same practical effect. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.03.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
107. **RADIUS: (a) No road or road structure shall have a horizontal inside radius of curvature of less than fifty (50) feet. An additional surface width of four (4) feet shall be added to curves of 50-100 feet radius; two (2) feet to those from 100-200 feet. (b) The length of vertical curves in roadways, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall be not less than one hundred (100) feet. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.04.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
108. **TURNAROUND: (As noted on sheet A-4 and sheet 4) (a) Turnarounds are required on driveways and dead- end roads. (b) The minimum turning radius for a turnaround shall be forty (40) feet, not including parking, in accordance with the figures in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is used instead, the top of the “T” shall be a minimum of sixty (60) feet in length.(c) Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart. (d) A turnaround shall be provided on driveways over 300 feet in length and shall be within fifty (50) feet of the building.(d) Each dead-end road shall have a turnaround constructed at its terminus. Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot intervals.(e) Figure A. Turnarounds on roads with two ten-foot traffic lanes. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.05.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

109. PRC 4290 REQUEST FOR EXCEPTION CONDITIONS OF APPROVAL:
    a. A copy of the Alternate Means/Methods application form including approval signature, exhibits, and these comments shall be made part of the building permit drawing set, to be routed to Santa Clara County Fire Department for final approval.
    b. Sign(s) to be provided:
        - At Reservoir St indicating the turnaround is onsite.
        - At turnaround indicating the turnaround location and no parking in the turn around.
    c. Language and location of these signs to be provided on building permit drawings, and approved prior to building permit issuance.
110. FIRE SPRINKLERS REQUIRED: (As Noted on Sheet A1) Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.
111. REQUIRED FIRE FLOW: (Letter received) The minimum require fireflow for this project is 875 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.3]
112. FIRE DEPARTMENT (ENGINE) DRIVEWAY TURNAROUND REQUIRED: (As noted on sheet A-4 and sheet 4) Provide an approved fire department engine driveway turnaround with a minimum radius of 36 feet outside and 23 feet inside. Maximum grade in any direction shall be a maximum of 5%. Installations shall conform with Fire Department Standard Details and Specifications D-1. CFC Sec. 503.
    -Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
113. WILDLAND-URBAN INTERFACE: This project is located within the designated Wildland-Urban Interface Fire Area. The building construction shall comply with the provisions of California Building Code (CBC) Chapter 7A. Note that vegetation clearance shall be in compliance with CBC Section 701A.3.2.4 prior to project final approval. Check with the Planning Department for related landscape plan requirements.
114. WATER SUPPLY REQUIREMENTs: (As Noted on Sheet A1) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2019 CFC Sec. 903.3.5 and Health and Safety Code 13114.7.

DRAFT

115. ADDRESS IDENTIFICATION: (As Noted on Sheet A1) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1.
116. CONSTRUCTION SITE FIRE SAFETY: (As Noted on Sheet A1) All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.
117. EMERGENCY GATE/ACCESS GATE REQUIREMENTS: (As Noted on Sheet A1) Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. If the gates are operated electrically, an approved Knox key switch shall be installed; if they are operated manually, then an approved Knox padlock shall be installed.
118. GENERAL: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance [CFC, Ch.1, 105.3.6].

DRAFT

This Page Intentionally Left Blank

DRAFT

Gmail irene upson [redacted]

PLANNING COMISSION JOEL PAULSON PLANNER ITEM 7

irene upson [redacted] Wed, Jan 8, 2025 at 12:58 PM
Draft

45 RESERVOIR ROAD, LOS GATOS

I WOULD LIKE YOU TO CONSIDER THE FOLLOWING ITEMS:

1.THE PRIVATE EASEMENT IS NOT BUILT FOR HEAVY TRUCK EQUIPMENT.

2. WE DON'T WANT A BEAUTIFUL 500 YEARS OAK TREE CUT DOWN.

3. CUTTING THE TREE(s) OPENS OUR PROPERTY UP TO HIGH WINDS AND TO BE SEEN FROM IN THE TOWN.

4. PLEASE ANALYZE THE HISTORY OF THE CURRENT SITUATION OF THE PRIVATE EASEMENT IN REGARDS TO TRAFFIC AND PARKING.

THANK YOU FOR YOUR CONSIDERATION.

THOMAS AND IRENE UPSON
[redacted]

This Page Intentionally Left Blank

TOWN OF LOS GATOS

COUNCIL AGENDA REPORT

MEETING DATE: 03/04/2025

ITEM NO: 11

ADDENDUM

DATE: March 3, 2025

TO: Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Consider an Appeal of a Planning Commission Decision to Approve a Request to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Appellant: Mary J. Vidovich. Project Planner: Sean Mullin.

REMARKS:

Attachment 8 includes additional public comments received between 11:01 am, Thursday, February 27, 2025, and 11:00 am, Monday, March 3, 2025.

ATTACHMENTS:

Attachments previously received with the March 4, 2025 Staff Report:

1. January 8, 2025, Planning Commission Staff Report, with Exhibits 1 through 12
2. January 8, 2025, Planning Commission Desk Item, with Exhibit 13
3. January 8, 2025, Planning Commission Verbatim Minutes
4. January 8, 2025, Planning Commission Action Letter with Conditions of Approval
5. Appeal of the Planning Commission Decision, received January 17, 2025
6. Draft Resolution to Deny Appeal and Approve Project
7. Public comments received between 11:01 a.m., Wednesday, January 8, 2025, and 11:00 a.m., Thursday, February 27, 2025

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Community Development Director

Attachments received with this Addendum Report:

8. Public comments received between 11:01 am, Thursday, February 27, 2025, and 11:00 am, Monday, March 3, 2025

-----Original Message-----
From: pmhsubscribe@icloud.com [redacted]
Sent: Friday, February 28, 2025 10:15 AM
To: Sean Mullin <SMullin@losgatosca.gov>; Matthew Hudes <MHudes@losgatosca.gov>; Rob Moore <RMoore@losgatosca.gov>; Rob Rennie <RRennie@losgatosca.gov>; rristow@losgatosca.gov; mbadame@losgatoca.gov
Cc: Mary Vidovich <[redacted]>
Subject: Appeal for 45 Reservoir Road

[EXTERNAL SENDER]

I have attached written comments from Mary Vidovich regarding her appeal regarding 45 Reservoir Road.

February 28, 2025

Written Comments
45 Reservoir Road Appeal
Town Council March 4, 2025

From: Mary Vidovich
[redacted]

This lot was created as part of a subdivision of 60 Rogers. When created, the lot was essentially unbuildable due to steep slope (average 28%) and the roadway occupying much of the Least Restrictive Development Area.
Rather than accept these limitations, the developer relies on numerous (at least 7 of them) development exceptions to "make the design work" (as stated in the Letter of Justification).
The result is a maximum development with maximum exceptions.
Rather than place a priority on "making the design work" the priority should be to work within the minimize the development exceptions and accept a more modest structure on the site.
Although nominally a 10,000 sq. ft. lot, it is functionally much smaller, perhaps the equivalent of a 5,000 sq. ft. lot. The plans show the "net site area" as 4,600 sq. ft.
Instead of having frontage on a public road and being relatively level as contemplated in the zoning ordinances, this lot is both steep and cut in half by the private road, with the remaining downhill portion too steep to support development without a massive retaining wall. In addition, perhaps a third of the lot will be used for roadway and the turnaround.
Any development should be limited to the LRDA on the uphill portion of the lot

The following is a summary of some of the concerns with this proposed development.

1. House and footprint are too large for this lot.
Squeezing this large house onto the portion of the lot that is available for building requires numerous exceptions to normal development standards and the removal of more trees than can be justified.
Any development should be limited to the LRDA on the uphill portion of the lot

2. The proposed house is much larger than the average of the houses in the neighborhood.

3. Inadequate parking.
There is a two car garage that uses tandem parking, and only one surface parking space. The development includes an ADU, so this is a two household development.

4. Setback requirements are ignored.
The developer argues that should not be required to meet the setback requirements applicable to the lot's R1-20 zoning. A better solution is to build a smaller house.

5. Excessively high retaining walls.
A 15' tall retaining wall a few feet from the downhill neighboring lot is excessive. The neighbor will no longer be looking at a natural hill side, but will now face a massive block wall.

6. The proposed storm drainage appears to be inadequate.

Although staff has reviewed the proposed grading and drainage plan, we remain concerned that the "natural drainage" is inadequate.
There is a great increase in the impermeable surface area. Together with the removal of over 13 trees with result in an increase in both surface and subsurface flows of storm waters. The plans state that the impermeable area has increased to approximately 6,300 sq. ft. But the plans also show the "disturbed area" of approximately 8,200 sq. ft.
Flows are directed to the turnaround, and then drained into a 100 sq. foot by 3 feet deep trench. Presumably the water will then percolate underground onto the neighboring properties for them to live with. This strikes us a less than optimal solution.

7. The development requires an excess amount of imported fill.
The plans show the need for more than 2,000 cubic feet of fill to be brought onto site. Total fill needed is approximately 3,500 cubic feet, with construction generating approximately 1,400 cubic feet of cut.

This Page Intentionally Left Blank

TOWN OF LOS GATOS

COUNCIL AGENDA REPORT

MEETING DATE: 03/04/2025

ITEM NO: 11

DESK ITEM

DATE: March 4, 2025

TO: Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Consider an Appeal of a Planning Commission Decision to Approve a Request to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Appellant: Mary J. Vidovich. Project Planner: Sean Mullin.

REMARKS:

Attachment 9 includes exhibits prepared by the applicant showing the existing slopes within the footprint of the proposed residence and the area of least restrictive development area (LRDA) within the footprint of the proposed residence.

ATTACHMENTS:

Attachments previously received with the March 4, 2025 Staff Report:

1. January 8, 2025, Planning Commission Staff Report, with Exhibits 1 through 12
2. January 8, 2025, Planning Commission Desk Item, with Exhibit 13
3. January 8, 2025, Planning Commission Verbatim Minutes
4. January 8, 2025, Planning Commission Action Letter with Conditions of Approval
5. Appeal of the Planning Commission Decision, received January 17, 2025
6. Draft Resolution to Deny Appeal and Approve Project
7. Public comments received between 11:01 a.m., Wednesday, January 8, 2025, and 11:00 a.m., Thursday, February 27, 2025

PREPARED BY: Sean Mullin, AICP
Planning Manager

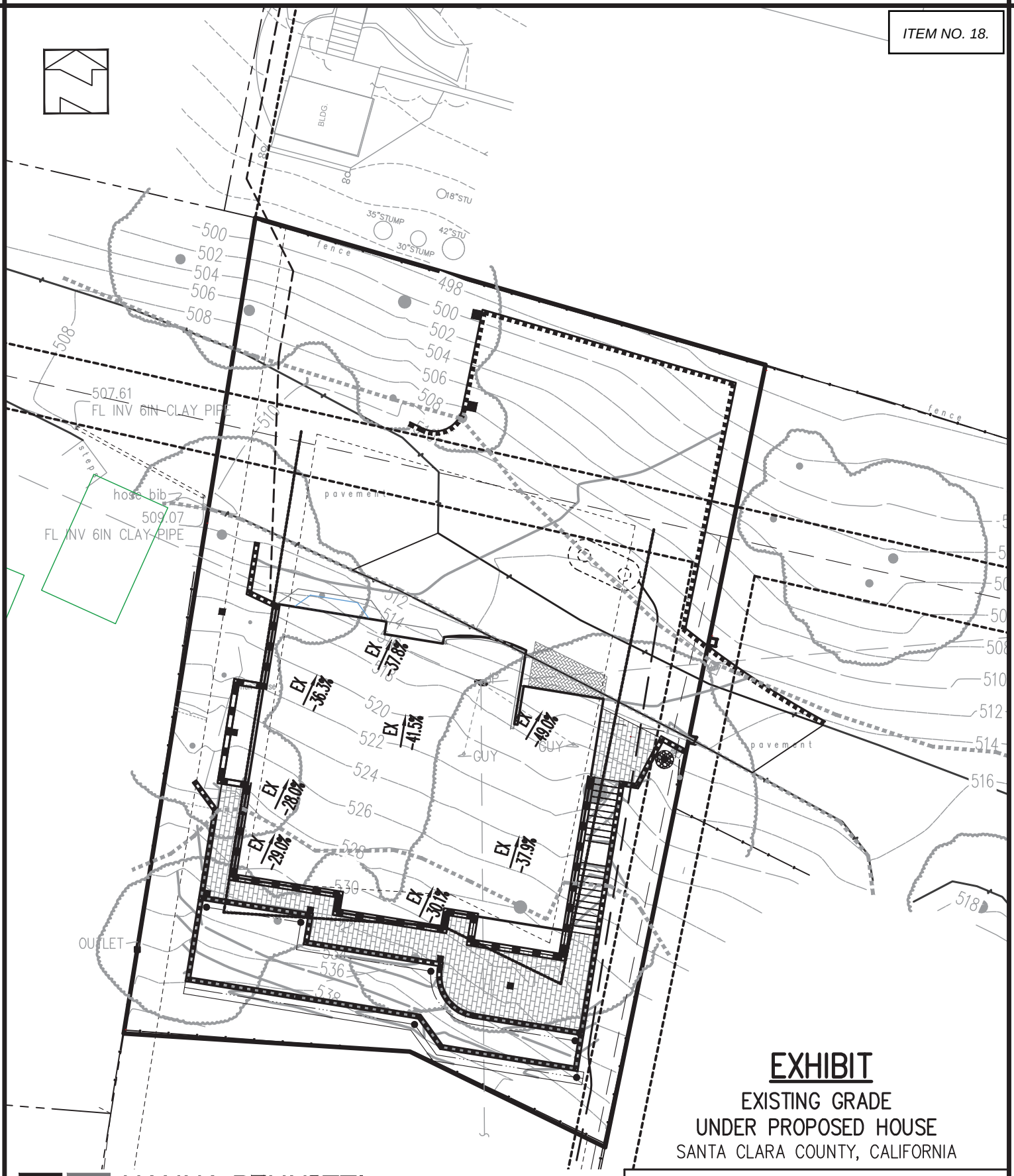
Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Community Development Director

Attachments previously received with the March 4, 2025 Addendum Report:

8. Public comments received between 11:01 am, Thursday, February 27, 2025, and 11:00 am, Monday, March 3, 2025

Attachment received with this Desk Item Report:

9. Slope and LRDA exhibits by applicant



EXHIBIT

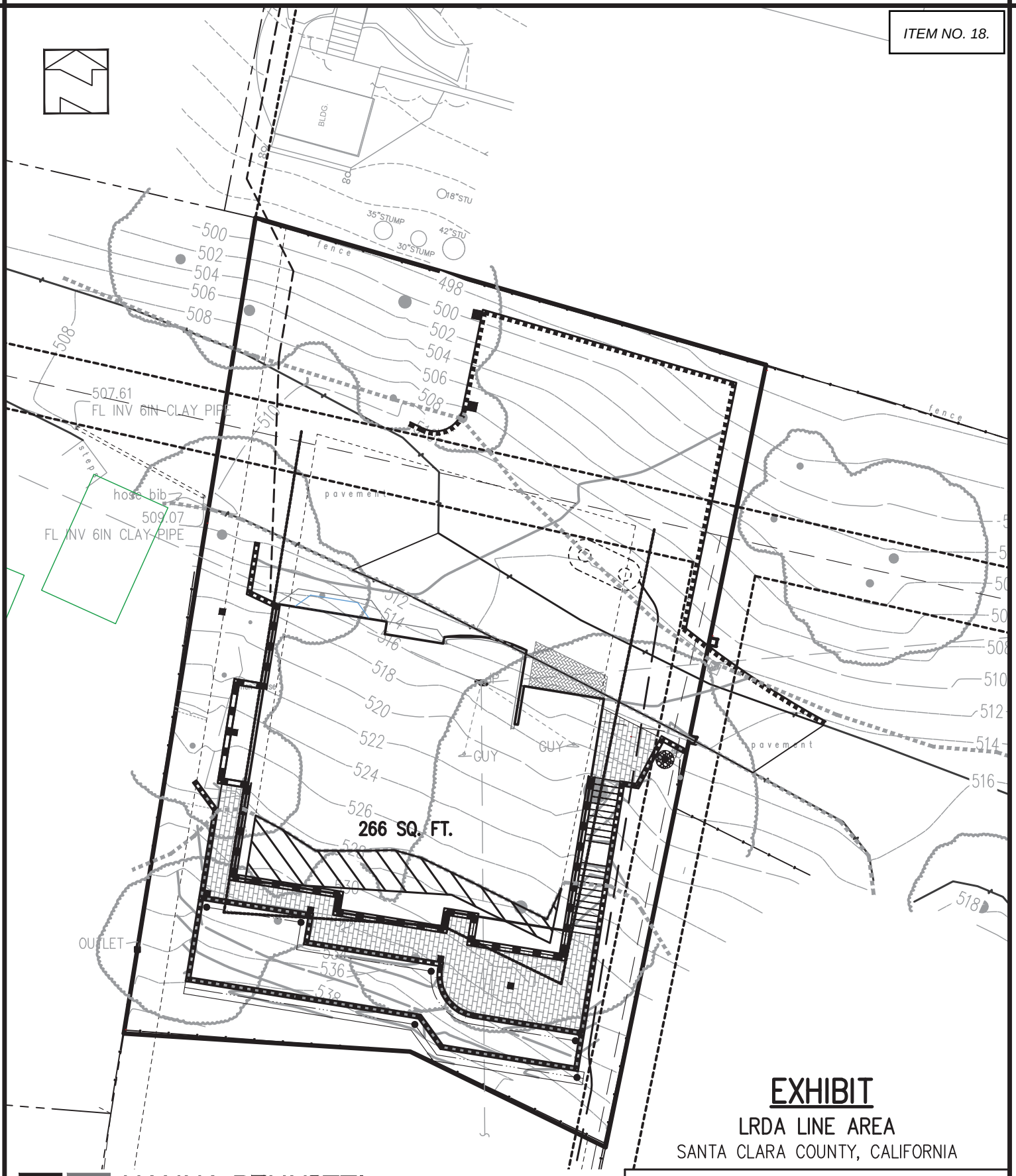
EXISTING GRADE UNDER PROPOSED HOUSE

SANTA CLARA COUNTY, CALIFORNIA

APN 529-33-054
45 RESERVOIR DRIVE
TOWN OF LOS GATOS

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
842-2173
EERING @ HANNABRUNETTI.COM

LOCATION: SANTA CLARA COUNTY, CA		DATE 3/3/25
JOB NUMBER: 23067	SCALE: 1"=20'	SHEET 1 OF 1



EXHIBIT

LRDA LINE AREA

SANTA CLARA COUNTY, CALIFORNIA

APN 529-33-054
45 RESERVOIR DRIVE
TOWN OF LOS GATOS

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
342-2173
EERING @ HANNABRUNETTI.COM

LOCATION:	SANTA CLARA COUNTY, CA	DATE	3/3/25
JOB NUMBER:	23067	SCALE:	1"=20'
SHEET	1 OF 1		

MOTION: **Motion** by **Council Member Rennie** to adopt the draft resolution in Attachment 2 and make the required findings and approve the Architecture and Site, the Conditional Use Permit, the Subdivision Applications, and the Conditions of Approval. **Seconded** by **Council Member Ristow.**

VOTE: **Motion passed 4-0. Council Member Badame recused.**

Council Member Badame returned to the Council Chambers.

11. Consider an Appeal of a Planning Commission Decision to Approve a Request to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt according to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Appellant: Mary J. Vidovich. Project Planner: Sean Mullin.

Sean Mullin, Planning Manager, presented the staff report.

Council provided the following disclosures:
- Council Member Rennie stated he met with the appellant and a neighbor and visited the site.
- Vice Mayor Moore stated he visited and met with the appellant.
- Council Member Ristow stated she visited the site, walked the access road, and met with the appellant.
- Council Member Badame stated she met with the appellant and walked the site and roadway.
- Mayor Hudes stated he met with the appellant and walked the site.

Mayor Hudes opened public comment.

Mary J. Vidovich, Appellant, provided opening comments and discussed the reasons for the appeal.

Gary Kohlsaat, Architect, provided opening comments and discussed the project.

Paul Paspa
- Commented on concerns with the size of the proposed project.

Kathleen Watson
- Commented on concerns with safety, tree protection, and the size of the proposed project.

Gary Kohlsaat, Architect, provided closing comments and addressed speaker comments.

Mary J. Vidovich, Appellant, provided closing comments stating her concerns with the project.

Mayor Hudes closed public comment.

Council asked questions and discussed the item.

MOTION: **Motion** by **Council Member Badame** to have staff prepare a resolution to grant the appeal, remand the application back to the Planning Commission with direction to reduce the building footprint and consideration of the (least restrictive development areas) LRDA and reduce the volume. **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passed 4-1. Council Member Ristow voted no.**

MOTION: **Motion** by **Council Member Ristow** [to extend the meeting to] no later than 12:30 [a.m.] **Seconded** by **Vice Mayor Moore.**

VOTE: **Motion passed unanimously.**

Mayor Hudes called a recess at 11:33 p.m.
Mayor Hudes reconvened the meeting at 11:42 p.m.

12. Conduct a Public Hearing for Appeal of Administrative Citation VL-19-362 (16660 Cypress Way) for Violations of the Los Gatos Town Code Related to Grading and Building and Adopt a Resolution Upholding the Administrative Citation and Imposing Costs According to Proof. **RESOLUTION 2025-008**

Mayor Hudes stated the process of the appeal. Gabrielle Whelan, Town Attorney, stated the appeal is limited to the December 13, 2024, and January 16, 2025, correspondence submitted by the appellants.

Mayor Hudes opened public comment.

Lance Bayer, Special Counsel, provided opening comments and addressed the concerns stated in the December 13, 2024, correspondence.

Josh Balsur, Counsel for Appellant, provided opening comments and provided an update on the required permits.

Scott Watson, Neighbor
- Commented on the citations and litigation with the appellant.

RESOLUTION 2025-009

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS GRANTING AN APPEAL OF THE DECISION OF THE PLANNING COMMISSION APPROVING A REQUEST FOR CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE WITH REDUCED SIDE AND REAR YARD SETBACKS, SITE IMPROVEMENTS REQUIRING A GRADING PERMIT, AND REMOVAL OF LARGE PROTECTED TREES ON VACANT PROPERTY ZONED R-1:20 AND REMANDING THE APPLICATION BACK TO PLANNING COMMISSION WITH SPECIFIC DIRECTION

APN 529-33-054
ARCHITECTURE AND SITE APPLICATION: S-22-048
PROPERTY LOCATION: 45 RESERVOIR ROAD
APPELLANT: MARY J. VIDOVICH
PROPERTY OWNER: FARNAZ AGAHIAN
APPLICANT: GARY KOHLSAAT, ARCHITECT

WHEREAS, on January 8, 2025, the Planning Commission held a public hearing and considered a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on vacant property zoned R-1:20. The Planning Commission approved the Architecture and Site application subject to conditions of approval;

WHEREAS, on January 17, 2025, the appellant, an interested person, filed a timely appeal of the decision of the Planning Commission approving the request for construction of a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on vacant property zoned R-1:20;

WHEREAS, this matter came before the Town Council for a public hearing on March 4, 2025, and was regularly noticed in conformance with State and Town law; and

WHEREAS, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. The Town Council considered all testimony and materials submitted, including the record of the Planning Commission proceedings and the packet of materials contained in the Council Agenda Report for their meeting on March 4, 2025, along with any and all subsequent reports and materials prepared concerning this application; and

WHEREAS, the Town Council directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission and remanding the application back to the Planning Commission with specific direction including the following:

1. Reduce the building footprint in consideration of the least restrictive development

area (LRDA); and

2. Reduce the volume/massing of the residence.

WHEREAS, the Mayor asked that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking; and

WHEREAS, the Town Council directed staff to return to the Town Council with an updated resolution.

NOW, THEREFORE, BE IT RESOLVED:

In accordance with Town Code Section 29.20.295, the Town Council finds that:

1. The Planning Commission erred in approving the Architecture and Site application, because the application does not comply with the objectives of the Hillside Development Standards and Guidelines, specifically regarding constraints analysis and site selection, selecting sites to minimize susceptibility to fire hazards, and minimizing the bulk and mass of a building.
2. The appeal of the decision of the Planning Commission approval of a request for construction of a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on vacant property zoned R-1:20 is granted and the application has been remanded back to the Planning Commission with specific direction.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 18th day of March 2025, by the following vote:

COUNCIL MEMBERS:
AYES: Maria Ristow, Rob Rennie, Rob Moore, Mary Badame, Mayor Matthew Hudes
NAYS: None
ABSENT: None
ABSTAIN: None

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

KOHLSAAT & ASSOCIATES
ARCHITECTURE

Planning Department
Community Development Department, Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

May 2, 2025

Re: The Agahian Residence, 45 Reservoir Road, Los Gatos
Project Description/ Letter of Justification

To Whom it May Concern:

On behalf of the property owner Ms. Farnaz Agahian, I once again present this project for an Architecture and Site application. The proposed project includes the construction of a new two-story residence with an attached two car garage, as well as an attached accessory dwelling unit (ADU).

Project History:
- Project was heard during a Planning Commission meeting on 1/3/2025. Project was approved subject to conditions of approval.
- Project was appealed by a neighboring resident on 1/17/2025. Project was submitted to the City Council for a public meeting on 3/4/2025. The appeal was granted with the resolution remanding the application back to the Planning Commission with specific direction including the following: **1) Reduce the building footprint in consideration of the least restrictive development area (LRDA) and 2) reduce the volume/massing of the residence**.

This letter, accompanies by the attached development plans, contain descriptions of the revision in an effort to address the directions. Refer to previously submitted plans and justification letter for the description of the original project and exceptions requested.

Reduce the volume/massing of the residence.
The original proposed design asked for two side setback reductions, yet we did not ask for extra floor area beyond what is allowed. The reason we wanted this extra ‘width’ was because we wanted to keep the building lower in height and less visible to the valley floor, and not some kind of split level or third story.

In this revision we reduced the width of the house and shaved off 2.5 ft across the entire building on the west side, plus a varying of 1ft to 3ft across the whole building on the east side which includes stepping the garage side wall back to conform to the side setback. This reduced the floor area (FAR) by 47sf and the whole structure by 244sf. We also pulled back the front porch wall by 2.5 ft, cutting back another 30sf of covered area. Together, we shrank the structure footprint (structural coverage) by 168ft and the residence is no longer encroaching into the side setbacks.

51 University Avenue, Suite L • Los Gatos, CA 95030 • 408.395-2555

Reduce the building footprint in consideration of the least restrictive development area (LRDA)

The existing road takes up one-third of the building envelope and one of the two only LRDA on this lot. This not only pinches the remaining available building envelope, it also means the only LRDA we could work with is the one within the rear yard. Because of this, we are continuing to propose a part of the house to encroach into the rear yard with a reduced rear setback varying from 19.5ft to 21.5ft. This portion of the encroachment is exacerbated by the acute angle of the lot shape, but it will not be visible from the road and there will still be plenty of distance to the rear fence. Further it moves the house away from the road and allows us to place more of the residence within the LRDA. Potentially we could move the house even farther back, but then this would further increase the amount of grading and trigger another retaining wall height exception that we prefer to avoid.

Dia 1.0 Floor plan exhibit showing the areas of house size reduction



Exceptions:
Besides from the two responses to the City Council directions, we also want to take this opportunity to provide further justification to other exception requests.

Most of the time the hillside guidelines are used on hillside zoned lots that in generally are a lot bigger (a min of 40,000sf). Our lot is zoned R-1-20, but is only 10,000sf. This severely difference in size plus the set of unique conditions (road, LRDA, slope, etc) have made conforming to all the hillside guidelines extremely difficult and in our case impossible. The only way we can make any development viable, and to quote the guidelines 'select the best area on the property for the development' relies on getting reasonable exceptions.

As mentioned in the original proposal, the hair pin turn in front of 36 Rogers Street could not be accessible by the Fire Trucks. According to Matt McKenna, Senior Deputy Fire Marshal of the Santa Clara County Fire Department, even if they come in from Reservoir Road, the chance of them being stuck blocking the road and egress will pose a great threat to everyone. There has to be a turn-around area to allow them to fight fires and maneuver, while allowing the residents to evacuate. Even without a house, such an area is needed and the only way to create it is through grading and retaining walls.

There has to be some exceptions permitted to create the minimum amount of space to allow the construction of any structure and life-saving spaces on this sub-standard lot. We identified the following exceptions as part of the must-haves in order to achieve that, regardless of the size of the house;

1) Grading fill (over 3ft) exceeding the hillside standard (for the turn-around)
2) Retaining wall height exceeding the hillside standard (for the turn-around)
3) Development outside of the LRDA zone (for any size house)
4) Entire roadway (in this case the entire private portion of Reservoir Road) required to be at min of 18ft wide.

However, with this revision, these previously requested exceptions are removed:
5) Not having two full size parking spaces in the garage - the floor plan is modified to provide 2 full size parking spaces.
6) Reduced side setback - size of the house is reduced and the proposed design is no longer encroaching into the side setback.

These are the remaining exceptions directly related to the house that are still needed:
7) Reduced rear setback due to limited building envelope, the angle of the rear property line, the need to move the house away from the road and make better use of the LRDA.
8) Grading cut exceeding the hillside standard along the rear walkway in order to create an egress and circulation path for the exit doors.
9) A shorter than typical driveway (less than 18ft) exiting the garage
10) Not being able to provide 4 guest parking spaces on site per the Hillside Specific Plan.

Private Road:
We acknowledge the comments regarding the house being close to the private road, but with the road cutting through the lot, any proposed house is going to be close to the road. We cut back the front porch in the revision. The tightest point went from just 18 inches to now 3.5ft to the road, from there it flares out to 4-8 feet.

A majority of this road will also be multi-tasked as the fire truck turn-around and the back-up space for the garage. Our civil engineer has explored many configurations with the Fire Department, and we were approved with a modified turn-around area (shown on civil sheet 4). This large flat area needs to be created with grading/fill and retaining walls. It is also the reason we don't have room for 4 guest parking spaces on our lot and why our driveway is shorter than the required 18ft length. Moving the road any more than proposed will not only take away the turn-around area, it will create more problems for our neighbors since we will need to extend the grading work well into their properties.

Tree Removal:
This is a never been developed lot and there are trees throughout the property. About half of them are in poor condition and quite a few ones criss-crossing the existing PG&E overhead lines. Aside from the trees for being in the way and having potential fire hazard, a number of these trees are of poor condition and will not survive the construction. Instead, we proposed to plant native replacement trees (such as oaks and toyon or similar fire tolerant types) at carefully selected locations to enforce a 5ft defensible space around the structure.

The appeal brought up a rumored tree violation left behind by the previous property owners. Since the hearing Ms Agahian has reached out to the Code Compliance Officer Mr Allen Meyer about this. He confirmed that such violation was resolved by the previous owners and all fines were paid. Any related exhibit presented on this matter should not be used against Ms Agahian's application.

We are also working with PG&E to re-install portion of the PG&E line running through our property to an underground line, including a branch line going to 60 Rogers Street, to further mitigate potential fire risk.

Impervious Areas and Drainage:
The reduced footprint of the structure (as tabulated on sheet A1) takes up only 21% of the lot. The circulation around the house takes up another 10.68 %, but the majority of the impervious area comes from the road and the turn-around, which takes up about 32% of the total lot area. Even with a differently-sized house, the impervious areas for the circulation, road and fire truck turn-around will still be required to take up the same amount of space.

One change we did make is instead of using an infiltration trench uphill of the 2 remaining oak trees, we replaced it with 2 retention chambers and located them underneath the turn-around area instead. These chambers are large enough to capture the site run off and allow it to be slowly re-absorbed on site. This relieves the impact on the existing oak trees and free up space for new ones.

In Summary
We have been working with the owner, staff and neighbors to make this development possible on this uniquely shaped and sub-standardly sized lot. Despite our greatest effort there are some exceptions that are inevitable for any economically viable development. While not perfect and exception free, every decision of this project was made to minimize the impact to our neighbors and be a responsible and fire safe development on the hillside. This lot has been vacant and unimproved for a long time, with neglected trees, overgrown wild bushes, uncontrolled run off,

intertwined overhead power lines and sub-standard fire access. This project will invest the much needed improvements that this property needs.

EXCEPTION REQUESTS AND JUSTIFICATIONS

Below is a list of our effort of minimizing the exceptions requested for the project and our justifications.

EXCEPTION TO TOWN CODE REQUIREMENTS:

1. Setback Encroachment: (refer to architectural site plan on A1)
    - As explained earlier, we reduced the building footprint to eliminate the side setback exception. But we are continuing to ask for a rear yard encroachment for a small part of the house because of the cut-short building envelope, the road and the LRDA.

EXCEPTIONS TO HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES

1. Retaining wall height exception at the fire truck turn-around: (refer to architectural site plan on A4 and civil sheet C4)

- The required turn-around space, with even a modified footprint, requires an area of roughly 40ft by 50ft and a slope of no more than 5%. It needs to be on the same level as the existing road and expands towards the downhill area. Retaining walls that are needed to create this pad will vary between 5ft to 15.5ft high. They can be constructed out of soldier pile and wood lagging, which has a natural rustic appearance that is commonly seen in the hillside area. It also allows for natural drainage and avoids the need of complex drainage lines that is normally required for concrete wall construction.
- In addition of the retaining wall appearance, 4ft of landscape buffer zones are planned around the turn-around area to screen the walls from neighbors.

2. Grading (Fill) exception at the fire truck turn-around: (refer to architectural site plan on A4 and civil sheet C4)

- Fill areas of up to 15.5 ft is necessary for the construction of the turn-around area. While this is a significant height and will require an exception, it can significant offset and amount of soil off-haul created by the house grading.

3. Grading (Cut) exception along the rear retaining wall and walkway (refer to arch site plan on A4 and section)

- A cut depth of roughly 7’-6” ft is needed at this area to create a circulation walkway around the house and to the keep the house back and away from the road. This cut depth is also chosen to allow for the 2 stepped retaining walls at allowable height and not trigger another exception.

4. Structure outside of the least restrictive development area (LRDA): (refer to sheet A3 and A4) There are only 2 LRDA on this lot and the road takes up one of them. The only remaining LRDA we could use is within the rear yard and outside of our building envelope. We proposed to put the building as far back as we could and partially encroaching into the rear yard, to allow for more of the residence to be on the LRDA.

EXCEPTIONS TO HILLSIDE SPECIFIC PLAN

1. Guest parking spaces at Hillside Specific Plan: the size and configuration of the lot has made it challenging to provide all the hillside specific street parking, and we want to prioritize

getting ingress/egress and fire truck access while being sensitive with grading and road expansion. So instead of the 4 required spaces we are requesting to reduce it to 1 parking space.

EXCEPTIONS TO TOWN CODE:
SEC 29.10.155(c)(2) Driveway/ access road must be a minimum of 18 feet in width for the full length to Reservoir Road:

1. The creation of the access road granted a 12 ft easement for ingress and egress purposes across the 5 neighboring properties. While our property owner can make improvements on her property, she has no control over her neighbors' portion of the road.
2. We have to prioritize spaces for fire access and maneuvering, off street parking, tree preservation and visibility screening, all along a very limited road frontage. We have widened about 60% of our road, including the choke point at the 2 brick pillars, to get at least a 12 ft wide road as well as a space for a fire truck turn-around. The rest of the road is widened as much as possible to accommodate some parking, while leaving us about 15'-9" of egress width, some space for tree preservation and drainage management.
3. The current road varies from 12 to 24 ft in width and has separate, widened parking and maneuvering space in front of each property it serves, providing turn-out spaces that have worked well with these residences for years.

Sincerely,



Gary Kohlsaat
Architect C19245







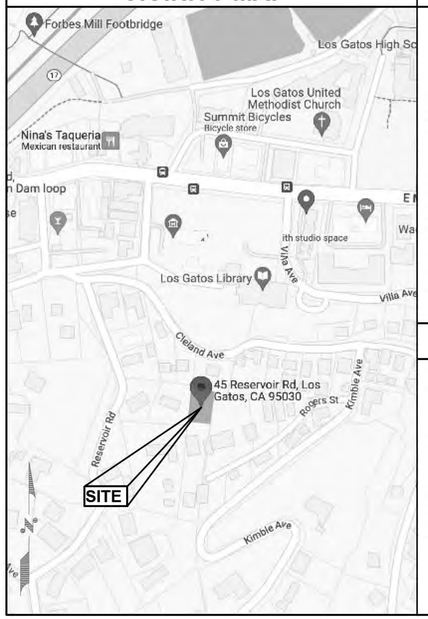
ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD

LOS GATOS, CA 95030

VICINITY MAP



PROJECT DIRECTORY

PROPERTY OWNER:
[redacted] AGAHIAN
[redacted]

ARCHITECT:
KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVENUE, SUITE L
LOS GATOS, CA 95030
TEL: (408) 395-2555

CIVIL ENGINEERING & SURVEYING:
HANNA-BRUNETTI
1651 EGLEBERRY STREET
GILROY, CA 95020
TEL: (408) 842-2173

GEOTECHNICAL ENGINEERING:
CGEARTH
730 CAMDEN AVENUE, SUITE A
CAMPBELL, CA 95008
TEL: (408) 866-5486

SCOPE OF WORK

SITE AND ARCHITECTURAL DEVELOPMENT ON AN EXISTING VACANT R1-20 ZONED LOT (HILLSIDE OVERLAY).

WORK TO INCLUDE:
BUILDINGS:
1. CONSTRUCTION OF A NEW RESIDENCE WITH AN ATTACHED ACCESSORY DWELLING UNIT, AN ATTACHED GARAGE AND BELOW GRADE BASEMENT
2. COVERED DECK
3. EGRESS, VENTILATION WELLS AND ACCESS STAIRS.

SITE IMPROVEMENTS (REFER TO CIVIL PLANS):
1. MODIFY EXISTING PRIVATE ROAD TO PROVIDE PARKING AND FIRE TRUCK TURN-AROUND
2. SITE RETAINING WALLS AND PAVED YARDS
3. UTILITY TRENCHING AND CONNECTIONS
4. TREE REMOVAL AND NEW TREE PLANTING

FIRE / BUILDING NOTES

• FIRE SPRINKLERS: An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings as follows: in all new one- and two-family dwellings and in existing one- and two-family dwellings when additions are made that increase the building area to more than 3,600 square feet. Note: the owner(s), occupant(s) and any contractor(s) or subcontractor(s) are responsible for consulting with the water purveyor of record in order to determine if any modification or upgrade of the existing water service is required. A state of California licensed (C-16) Fire Protection Contractor shall submit plans, calculations, a completed permit application and appropriate fees to this department for review and approval prior to beginning their work. CRC Sec. 313.2 as adopted and amended by LGTC.

• WATER SUPPLY REQUIREMENTS: Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2016 CFC Sec. 903.3.5 and Health and Safety Code 13114.7

• ADDRESS IDENTIFICATION: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. (CFC Sec. 505.1).

• EMERGENCY GATE/ACCESS GATE REQUIREMENTS: Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. Knox Key-switch is required for the automatic gate.

• FIRE APPARATUS (ENGINE) ACCESS DRIVEWAY REQUIRED: Provide an access driveway with a paved all weather surface, a minimum unobstructed width of 12 feet, vertical clearance of 13 feet 6 inches, minimum circulating turning radius of 36 feet outside and 23 feet inside, and a maximum slope of 15%. Installations shall conform to the Fire Department Standard Details Specifications D-1 and CFC Section 503.

• CONSTRUCTION SITE FIRE SAFETY: All construction site must comply with applicable provisions of the CFC chapter 33 and County of Santa Clara Standard Detail and Specification B1-7.

• REACH CODE COMPLIANCE: This residence will comply with the town's electric appliance, electric vehicle and energy storage system requirements in accordance with town code section 6.70.020 and 6.120.020.

PROJECT DATA

PROJECT ADDRESS:	45 RESERVOIR ROAD LOS GATOS, CA 95030
APN#:	529-33-054
ZONING:	R-1-20 (IN HILLSIDE OVERLAY)
OCCUPANCY GROUP:	R-3, U
CONSTRUCTION TYPE:	V-B
AVERAGE LOT SLOPE:	28% (SEE SLOPE CALCS. ON CIVIL PLANS)
GROSS & NET SITE AREA:	10,000SF GROSS, 4,600SF NET (SEE CALCS BELOW)
STORIES:	NEW (2) STORY RESIDENCE, NEW ATTACHED ACCESSORY DWELLING UNIT ATTACHED GARAGE BELOW GRADE BASEMENT
PARKING:	2 COVERED SPACES, 1 UNCOVERED SPACE
FIRE SPRINKLER:	WILL PROVIDE

REDUCTION OF NET SITE AREA ON SLOPING LOT
(50% PLUS 3% FOR EACH 1% OF SLOPE OVER 20%)
USING AVERAGE SLOPE OF 28%:
-> 50% + 24% = 54% REDUCTION

NET LOT AREA:
GROSS LOT AREA - REDUCTION %
10,000SF * (1-54%) = 4,600SF

ALLOWABLE FAR
= 0.45 - [(4.6-2)/3 X 0.05]
= 0.4 - 0.0433
= 0.3567

ALLOWABLE FLOOR AREA:
NET LOT AREA * FAR
= 4,600SF * 0.3567
= 1640.82SF

FLOOR AREAS:

	FLOOR AREA (A)	EXCLUSION (B)	(A) + (B)
MAIN FLOOR	1,272 SF		1,272 SF
LOWER FLOOR	321 SF	1,135 SF (1)	1,456 SF
GARAGE	0 SF	352 SF (1)	
		147 + 75 SF (2)	574 SF
SUB-TOTAL	1,593 SF		3,302 SF
ADU	461 SF		461 SF
TOTAL FLOOR AREAS	2,054 SF		3,763 SF

* EXCLUSIONS:
(1) BELOW GRADE BASEMENT AREA
(2) GARAGE EXEMPTION UP TO 400SF

STRUCTURAL COVERAGE:

RESIDENCE + ADU + GARAGE	2,057 SF	
PATIOS, BALCONIES (OUTSIDE RESIDENCE FOOTPRINT)	118 SF	
TOTAL	2,175 SF	= 21.75%

SHEET INDEX

A-1	COVER SHEET
A-2	NEIGHBORHOOD SITE PLAN
A-3	DEMO/EXISTING SITE PLAN
A-4	ARCHITECTURAL SITE PLAN
A-5	PRELIMINARY LANDSCAPE PLAN
A-6	LOWER LEVER FLOOR PLAN
A-7	MAIN LEVEL FLOOR PLAN
A-8	ROOF PLAN
A-9	ELEVATIONS
A-10	ELEVATIONS
A-11	SECTIONS
A-12	VISIBILITY STUDY
A-13	VISIBILITY STUDY
A-14	SHADOW STUDIES
C-1	CIVIL COVER SHEET
C-2	BLUEPRINT FOR A CLEAN BAY
C-3	EXISTING TOPO SURVEY & DEMO PLAN
C-4	GRADING AND DRAINAGE PLAN
C-5	UTILITY PLAN
C-6	UTILITY PLAN
C-7	CROSS SECTIONS & DETAILS
C-8	EROSION CONTROL PLAN

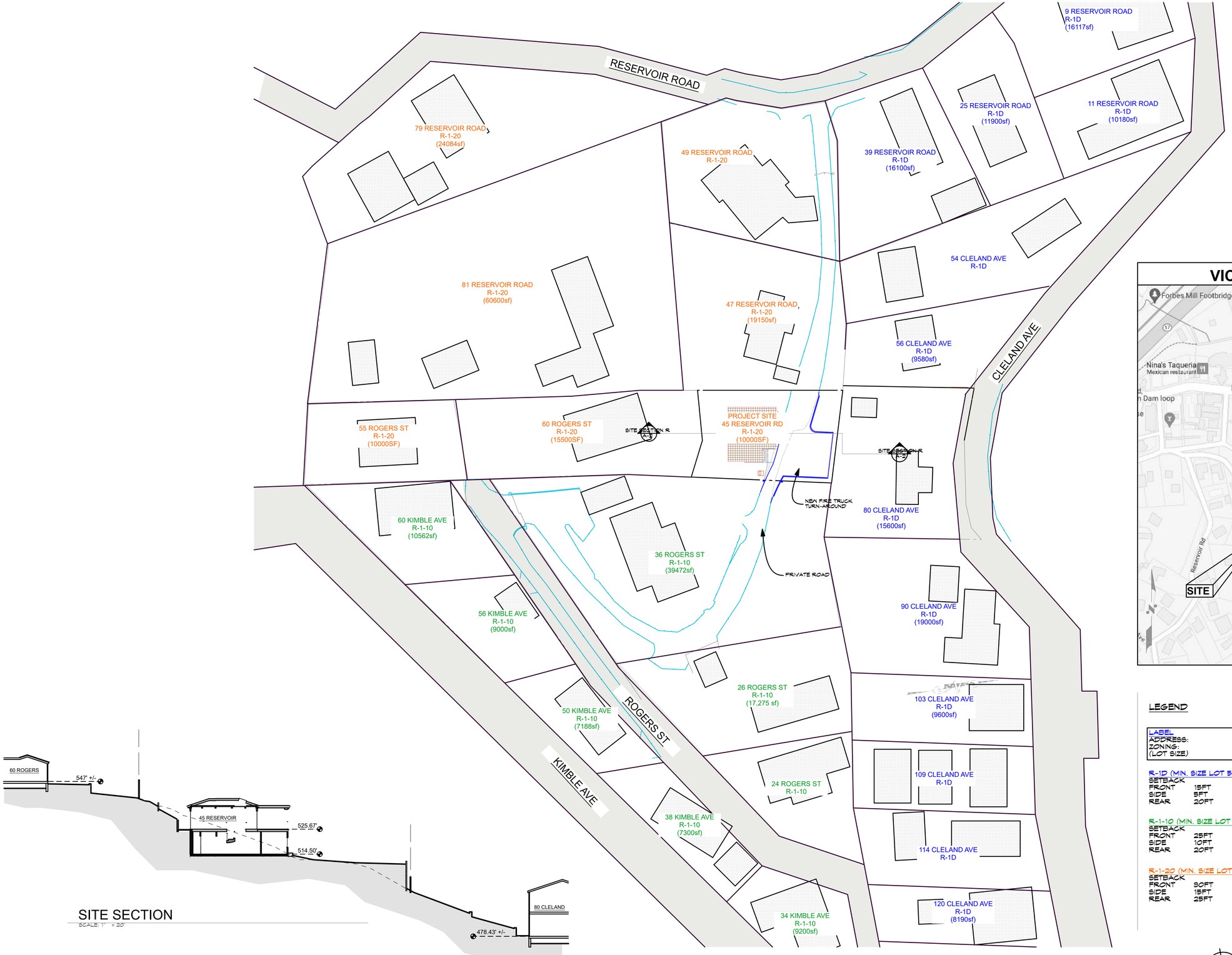
REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE "L" • LOS GATOS, CA • 95030 • (408) 395-2555

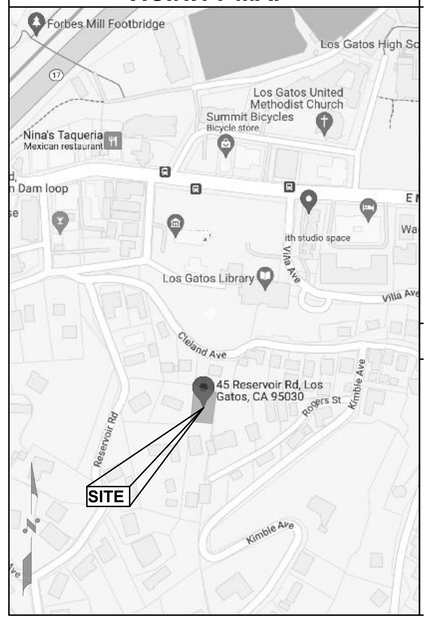
ARCHITECTURE AND SITE APPLICATION FOR
THE AGAHIAN RESIDENCE
45 RESERVOIR ROAD LOS GATOS, CA 95030

COVER SHEET

DATE: 11/08/22
SCALE: AS SHOWN
SHEET
A-1
1 OF -



VICINITY MAP



SITE SECTION
SCALE: 1" = 20'

NEIGHBORHOOD SITE PLAN
SCALE: 1" = 40'

N

LEGEND

LABEL
ADDRESS:
ZONING:
(LOT SIZE)

R-1D (MIN. SIZE LOT 8000SF)

SETBACK	
FRONT	15FT
SIDE	5FT
REAR	20FT

R-1-10 (MIN. SIZE LOT 10,000SF)

SETBACK	
FRONT	25FT
SIDE	10FT
REAR	20FT

R-1-20 (MIN. SIZE LOT 20,000SF)

SETBACK	
FRONT	30FT
SIDE	15FT
REAR	25FT

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

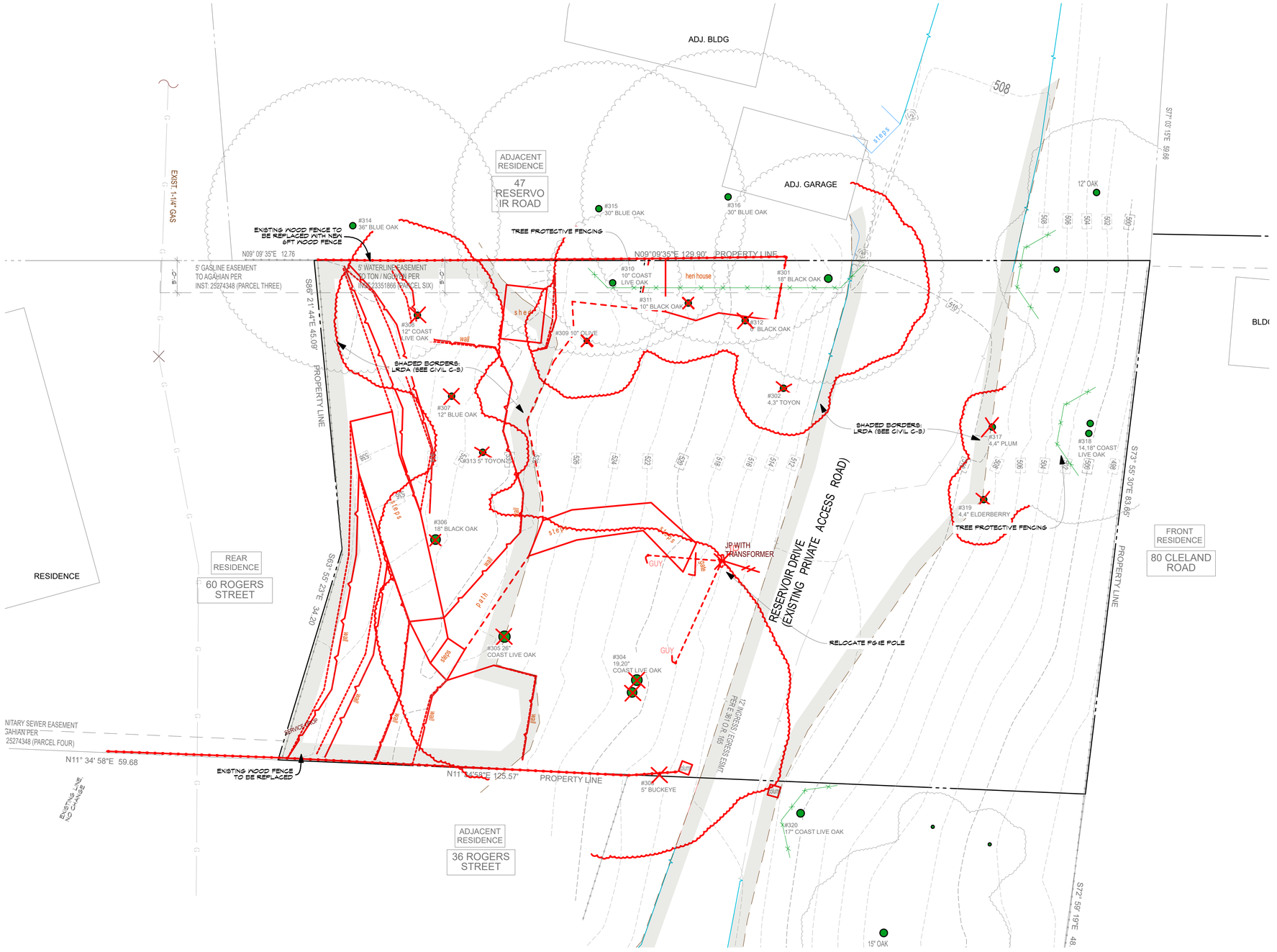
NEIGHBORHOOD SITE PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET
A-2
2 OF -

ITEM NO. 18.



EXISTING SITE PLAN

SCALE: 1/8" = 1'-0"

N

LEGEND

- EXISTING PROPERTY LINE
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- EXISTING LANDSCAPE RETAINING WALLS
- EXISTING WOOD FENCE
- TREE PROTECTION FENCE
- ELECTRICAL METER
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING ASPHALT PAVED PRIVATE ROAD
- LEAST RESTRICTIVE DEVELOPMENT AREA

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

DEMO/ EXISTING SITE PLAN

DATE: 11/08/22

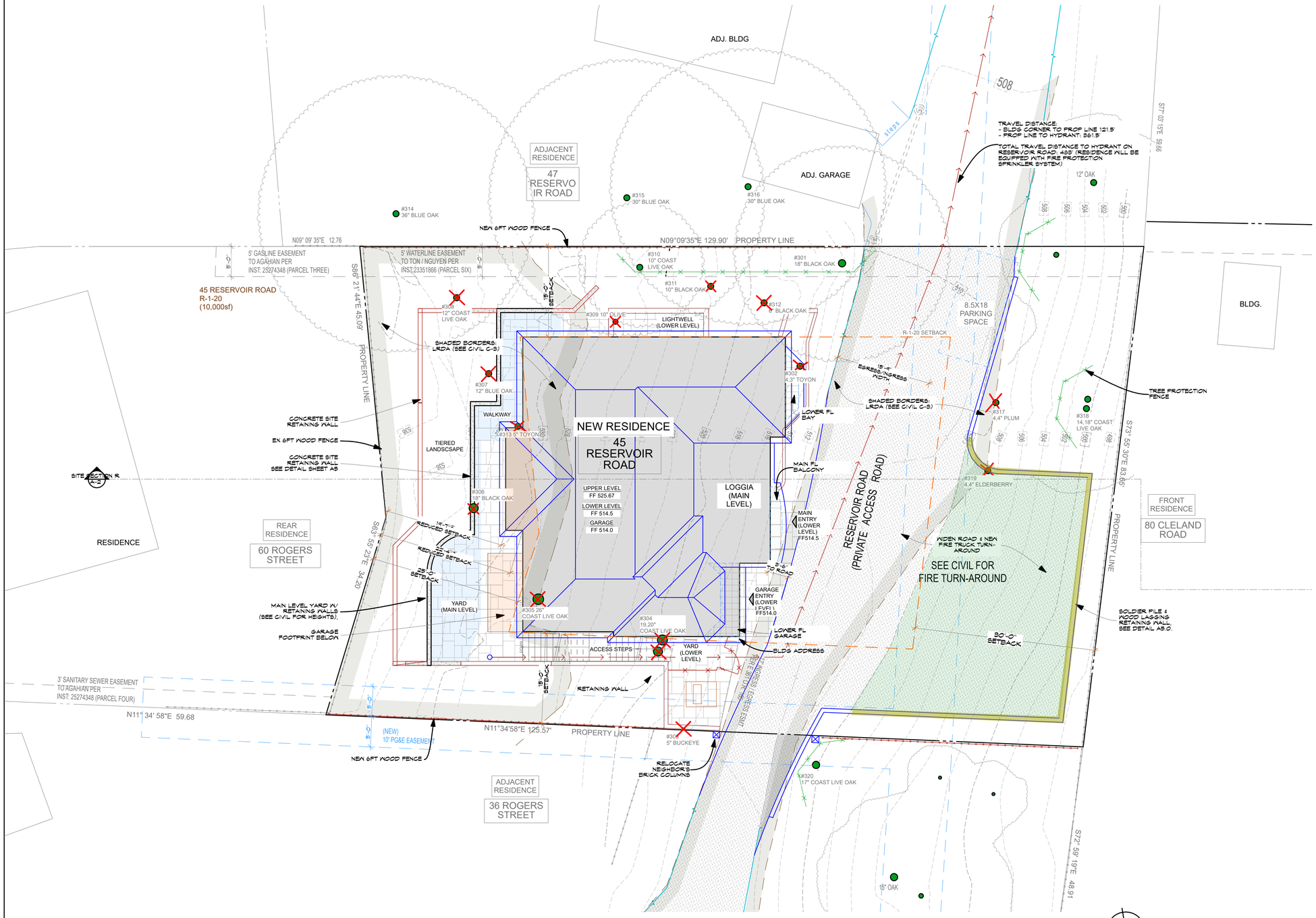
SCALE: AS SHOWN

SHEET

A-3

3 OF -

REVISIONS	
REV	5.7.25



PROPOSED SITE PLAN

SCALE: 1/8" = 1'-0"

SCOPE OF WORK

SITE AND ARCHITECTURAL DEVELOPMENT ON AN EXISTING VACANT R1-20 ZONED LOT (HILLSIDE OVERLAY).

WORK TO INCLUDE:
BUILDINGS:
1. CONSTRUCTION OF A NEW RESIDENCE WITH AN ATTACHED ACCESSORY DWELLING UNIT, AN ATTACHED GARAGE AND BELOW GRADE BASEMENT.
2. COVERED DECK AND BALCONY
3. EGRESS, VENTILATION WELLS AND ACCESS STAIRS.

SITE IMPROVEMENTS (REFER TO CIVIL AND LANDSCAPE PLANS):
1. MODIFY EXISTING PRIVATE ROAD TO PROVIDE PARKING AND FIRE TRUCK TURNOUT.
2. DRIVEWAY ACCESS TO GARAGE
3. SITE RETAINING WALLS AND PAVED YARDS
4. LANDSCAPE AND IRRIGATION
5. UTILITY TRENCHING AND CONNECTIONS.

TREE PROTECTION

1. SIX-FOOT HIGH CHAIN LINK FENCING MOUNTED ON TWO-INCH DIAMETER GALVANIZED IRON POSTS SHALL BE DRIVEN INTO THE GROUND AT LEAST TWO-FEET DEEP AT NO MORE THAN TEN-FOOT SPACING, WHEN STIPULATED, FOR EXISTING PAVING AREAS THAT WILL NOT BE DEMOLISHED, POSTS MAY BE SUPPORTED BY CONCRETE BASE.

2. POSTED EIGHT AND ONE-HALF-INCH BY ELEVEN-INCH SIGN ON EACH TREE FENCE STATING: "WARNING – TREE PROTECTION ZONE – THIS FENCE SHALL NOT BE REMOVED AND IS SUBJECT TO PENALTY ACCORDING TO TOWN CODE 29.10.1025"

3. TREE PROTECTION FENCING IS REQUIRED TO REMAIN IN PLACE THROUGHOUT CONSTRUCTION.

SITE ADDRESS

ADDRESS SHALL BE PLACED IN A POSITION THAT IS PLAINLY LEGIBLE & VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. NUMBERS SHALL BE A MIN. 4" HIGH WITH A MIN. STROKE WIDTH OF ½". WHERE ACCESS IS BY MEANS OF A PRIVATE ROAD & THE BUILDING ADDRESS CANNOT BE VIEWED FROM THE PUBLIC WAY, A MONUMENT, POLE, OR OTHER SIGN OR MEANS SHALL BE USED TO IDENTIFY THE STRUCTURE. CBC R319.1. SEE FRONT ELEVATION ON A12. FOR LOCATION.

LEGEND

- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE (R-1-20)
- MAIN LEVEL STRUCTURE FOOTPRINT
- LOWER LEVEL STRUCTURE FOOTPRINT
- OVERHEAD ROOF LINE
- LIGHT WELL, ACCESS STAIR, YARDS
- CONCRETE RETAINING WALL
- EXISTING/NEW WOOD FENCE
- TREE PROTECTION FENCE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- E/OH — ELECTRICAL LINE (OVERHEAD)
- E/UG — ELECTRICAL LINE (UNDERGROUND)
- W — WATER METER
- SS — SEWER CLEAN-OUT
- AREA DRAIN LOCATIONS
- TRAVEL DISTANCE FROM HYDRANT TO FARTHEST BLDG CORNER
- EXCEPTION AREA WITH RETAINING WALLS OVER 4FT HIGH
- EXCEPTION AREA WITH FILL OVER 3FT HIGH
- EXCEPTION AREA WITH CUT OVER 4FT DEEP
- FLOOR AREA ENCROACHING INTO SETBACK
- LEAST RESTRICTIVE DEVELOPMENT AREA

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. 'L' • LOS GATOS, CA • 95030 • (408) 395-2955

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

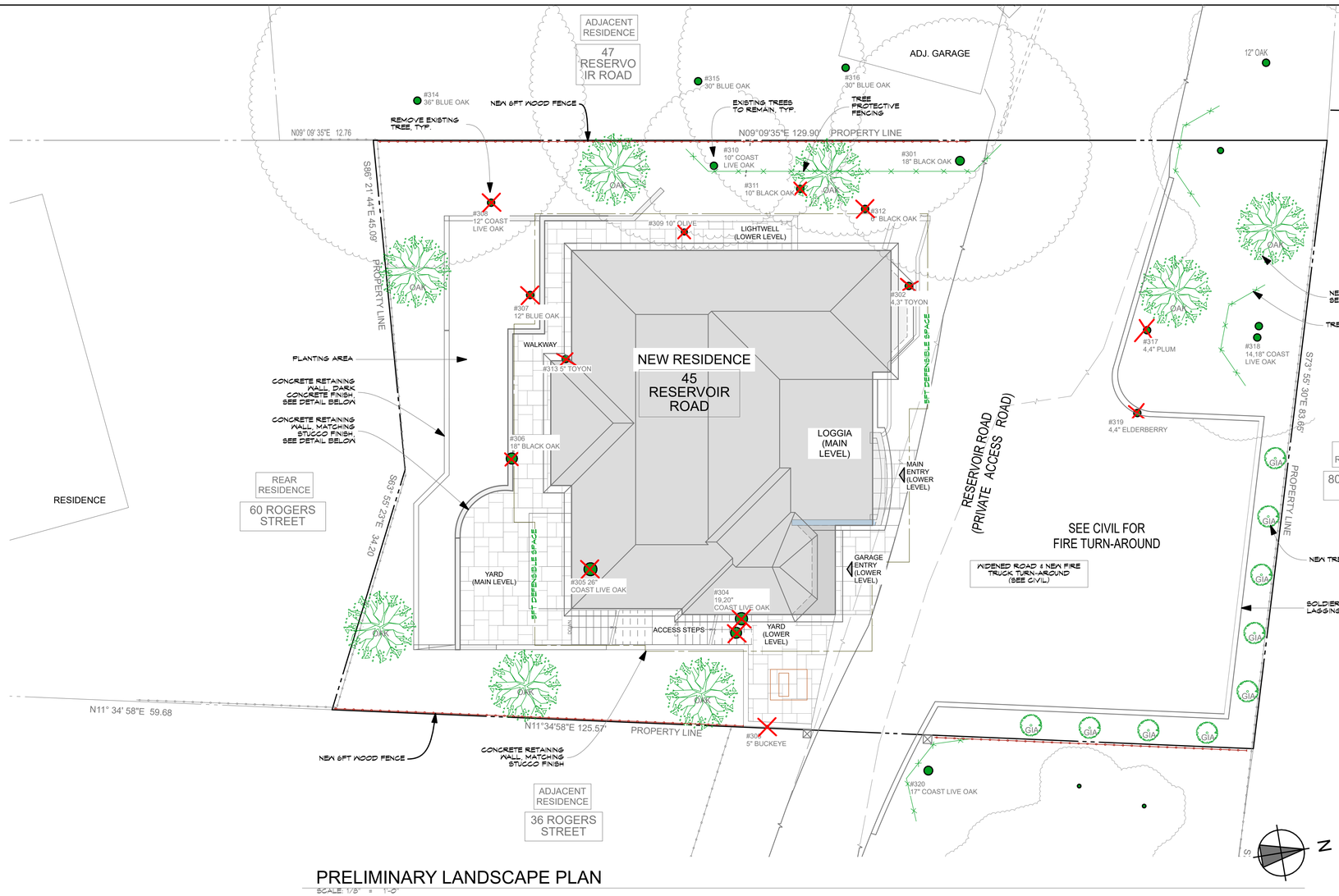
ARCHITECTURAL SITE PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET A-4

4 OF -



PRELIMINARY LANDSCAPE PLAN

SCALE: 1/8" = 1'-0"

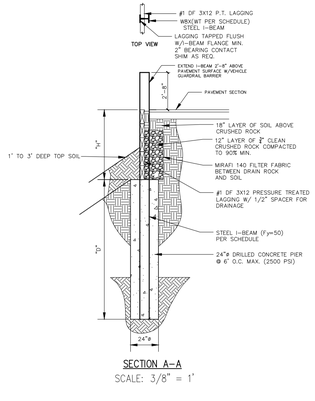
LEGEND

- DRIVEWAY: STONE PAVER O/ CONCRETE SLAB
- WALKWAY, YARD, SITE STAIR: STONE PAVER O/ CONCRETE SLAB
- ROAD: ASPHALT PAVING
- LANDSCAPE AREA W/ MULCH COVER
- CONCRETE RETAINING WALLS FINISH TO BE SANDBLASTED WITH STAINED CONCRETE, OR SMOOTH STUCCO FINISH, BOTH TO HAVE LRV OF 30 OR LESS.
- TREE — EXISTING TREE (AND DRIB LINE) TO REMAIN
- EXISTING TREE TO BE REMOVED
- (8) OAK TREES
  - COAST LIVE OAK (QUERCUS AGRIFOLIA)
  - BLACK OAK (QUERCUS VELUTINA)
- (9) TOYON TREES (HETEROMELES ARBUTIFOLIA)

TREE INVENTORY

ID	SPECIES	CANOPY	STATUS	REPLACEMENT
* INDICATES TREES LOCATED ON NEIGHBOR'S PROPERTIES.				
301	BLACK OAK	35'	REMAIN	
302	TOYON	8'	REMOVE	(2) 15 GAL.
303	BUCKEYE	10'	REMOVE	(2) 15 GAL.
304	LIVE OAK	35'	REMOVE	(4) 15 GAL.
305	LIVE OAK	35'	REMOVE	(4) 15 GAL.
306	BLACK OAK	25'	REMOVE	(3) 15 GAL.
307	BLUE OAK	20'	REMOVE	(3) 15 GAL.
308	LIVE OAK	20'	REMOVE	(3) 15 GAL.
309	OLIVE	20'	REMOVE	EXEMPT
310	LIVE OAK	20'	REMAIN	
311	BLACK OAK	10'	REMOVE	(2) 15 GAL.
312	BLACK OAK	10'	REMOVE	(2) 15 GAL.
313	TOYON	10'	REMOVE	(2) 15 GAL.
314	BLUE OAK	45'	REMAIN*	
315	BLUE OAK	45'	REMAIN*	
316	BLUE OAK	45'	REMAIN*	
317	PLUM	15'	REMOVE	EXEMPT
318	LIVE OAK	35'	REMAIN	
319	ELDERBERRY	15'	REMOVE	EXEMPT
320	LIVE OAK	35'	REMAIN*	

TOTAL REQUIRED REPLACEMENT TREES = 27
PROPOSED TREES TO BE PLANTED = 17
REMAINING TREES TO BE ENTERED INTO TOWN IN-LIEU PLANTING PROGRAM = 10

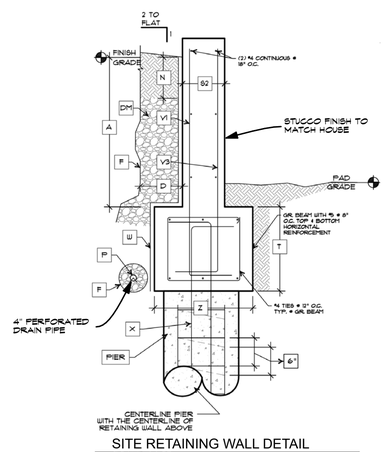


SECTION A-A

SCALE: 3/8" = 1'

SITE RETAINING WALL DETAIL

SCALE: 1:1.42



SITE RETAINING WALL DETAIL

SCALE: 1:1.42

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

REVISIONS	
REV	5.7.25

ARCHITECTURE AND SITE APPLICATION FOR
THE AGAHIAN RESIDENCE
45 RESERVOIR ROAD LOS GATOS, CA 95030

PRELIMINARY LANDSCAPE PLAN

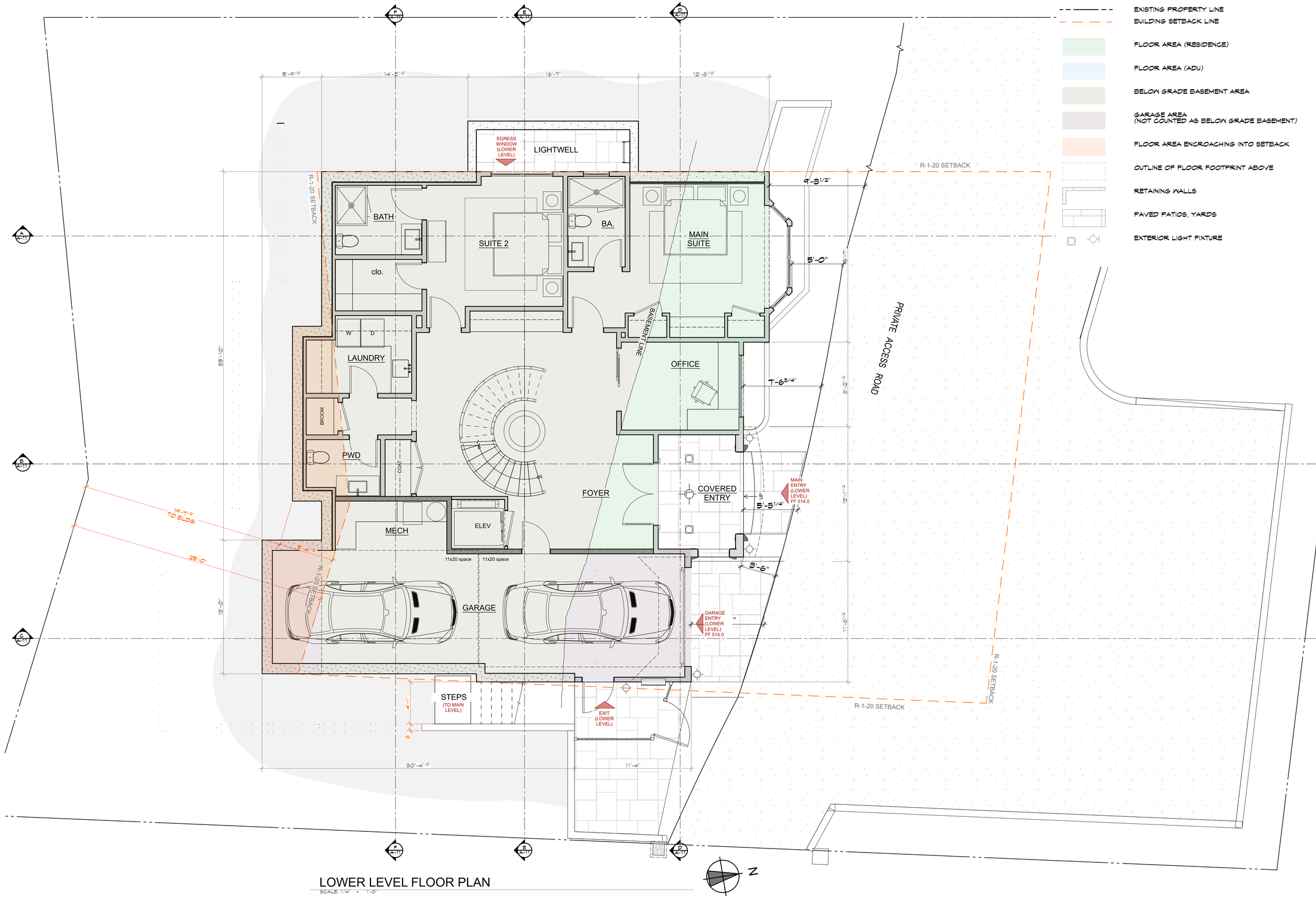
DATE: 11/08/22

SCALE: AS SHOWN

SHEET
A-5
5 OF -

LEGEND

- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE
- FLOOR AREA (RESIDENCE)
- FLOOR AREA (ADU)
- BELOW GRADE BASEMENT AREA
- GARAGE AREA (NOT COUNTED AS BELOW GRADE BASEMENT)
- FLOOR AREA ENCROACHING INTO SETBACK
- OUTLINE OF FLOOR FOOTPRINT ABOVE
- RETAINING WALLS
- PAVED PATIOS, YARDS
- EXTERIOR LIGHT FIXTURE



LOWER LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

LOWER LEVER FLOOR PLAN

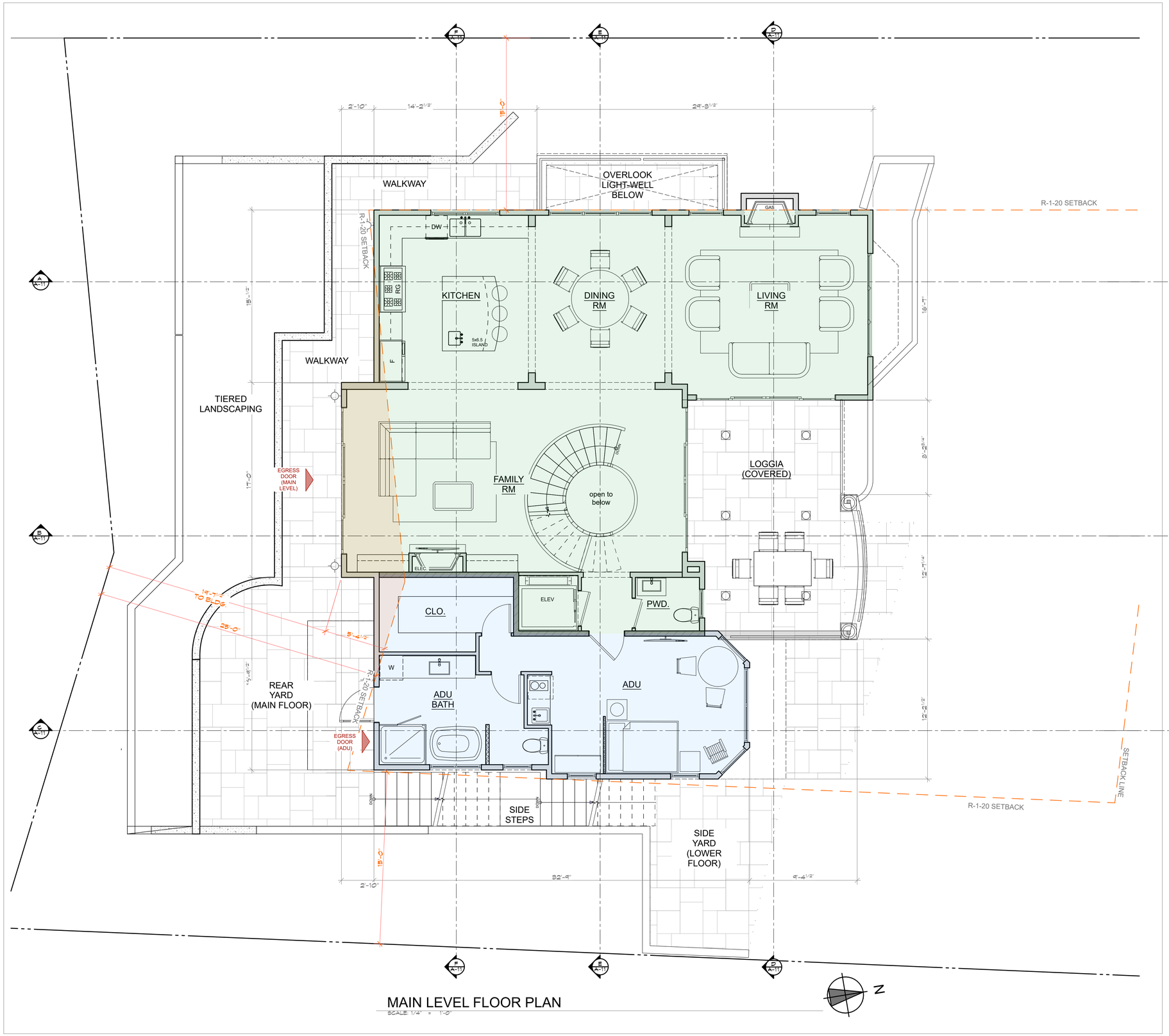
DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-6

6 OF -



MAIN LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

LEGEND

- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE
- FLOOR AREA (RESIDENCE)
- FLOOR AREA (ADU)
- BELOW GRADE BASEMENT AREA
- GARAGE AREA (NOT COUNTED AS BELOW GRADE BASEMENT)
- FLOOR AREA ENCROACHING INTO SETBACK
- OUTLINE OF FLOOR FOOTPRINT ABOVE
- RETAINING WALLS
- PAVED PATIOS, YARDS
- EXTERIOR LIGHT FIXTURE

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2555

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

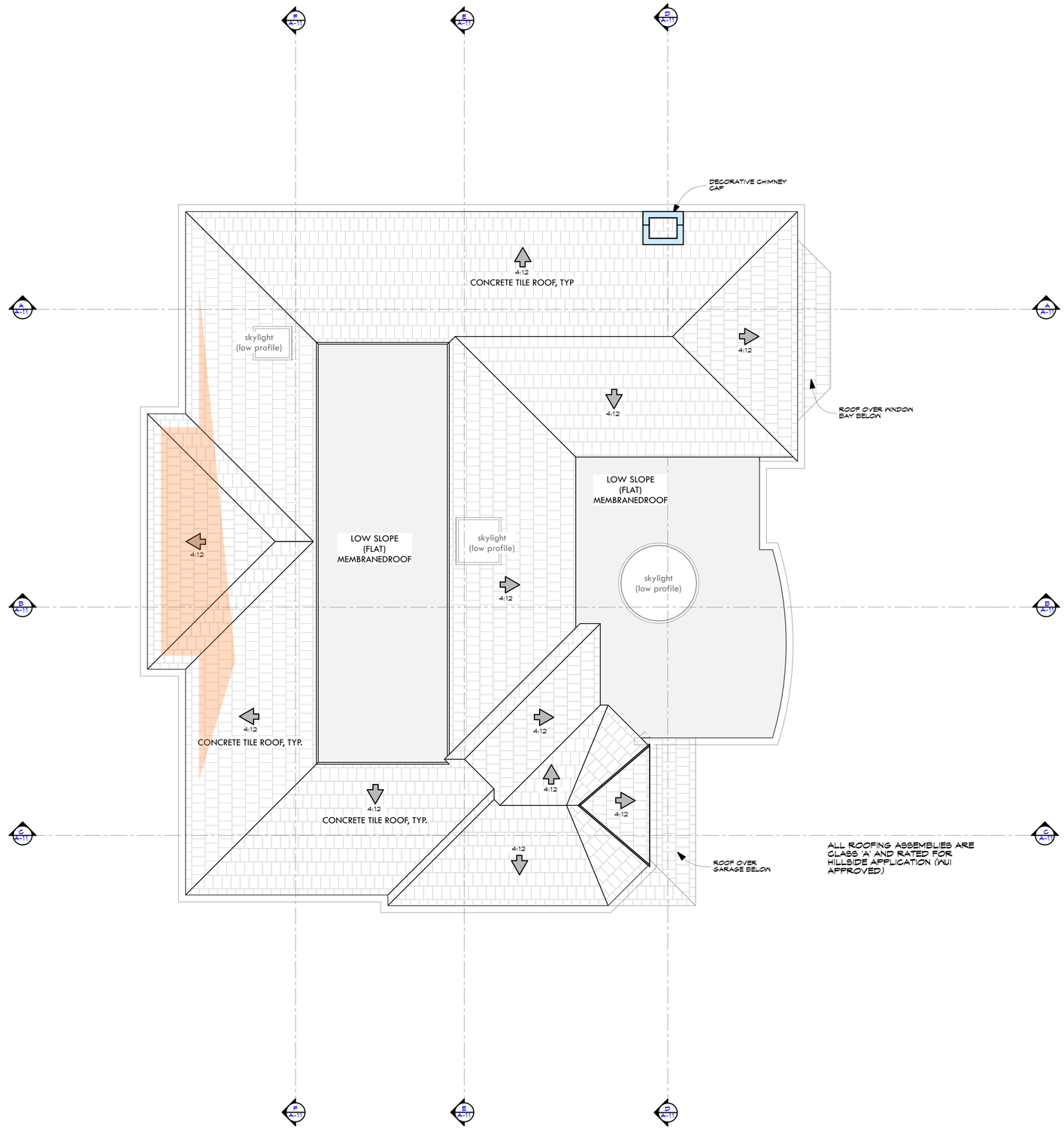
MAIN LEVEL FLOOR PLAN

DATE: 11/08/22

SCALE: AS SHOWN

SHEET A-7

7 OF -



ROOF PLAN
SCALE: 1/4" = 1'-0"

N

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA. • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR
THE AGAHIAN RESIDENCE
45 RESERVOIR ROAD LOS GATOS, CA 95030

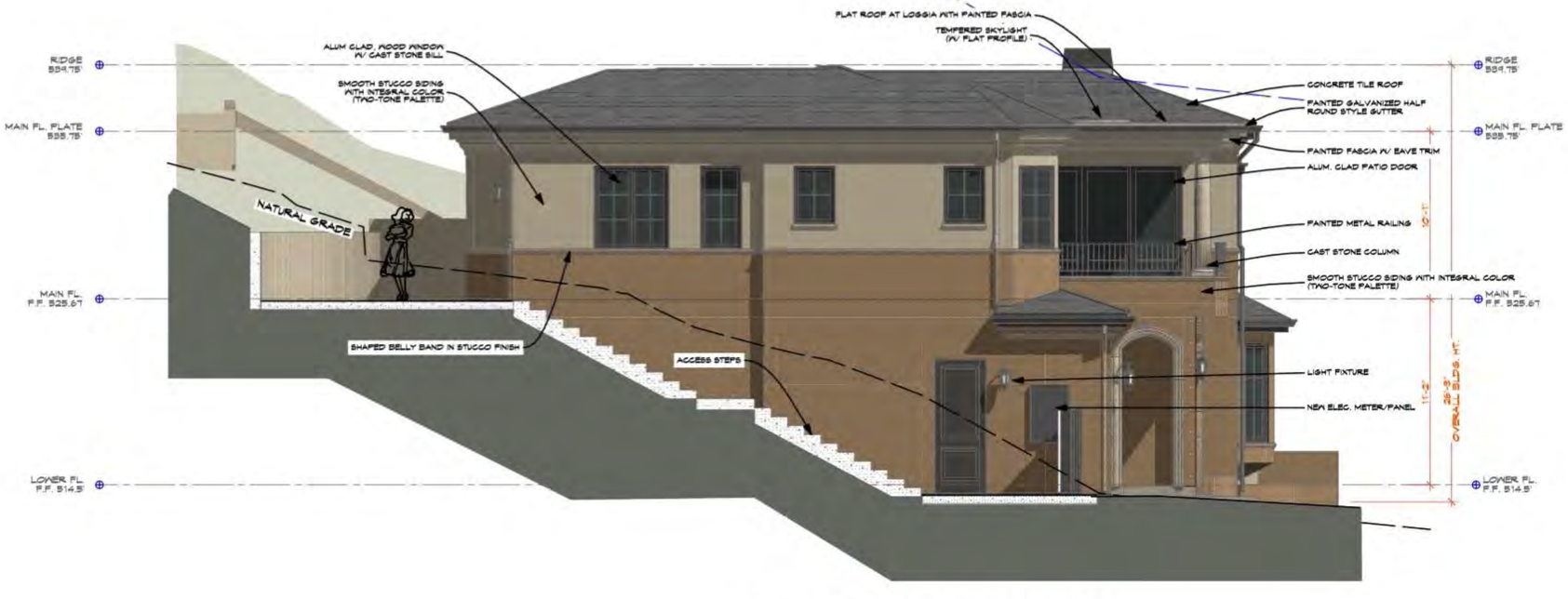
ROOF PLAN

DATE: 11/08/22
SCALE: AS SHOWN
SHEET
A-8
8 OF -



NORTH (FRONT) ELEVATION

SCALE: 1/4" = 1'-0"



EAST (LEFT) ELEVATION

SCALE: 1/4" = 1'-0"

Front Elevation

Material	Area	Specification	LRV	LRV x Area
Stucco-Lighter	206	BM-Huntington Biege HC-21	40	8240
Stucco-Darker	419	BM-Free Spirit 245	24.4	10223.6
Gutters	35	BM-Kendall Charcoal	15	525
Cast Stone	26	Siena Stone-Oatmeal	50	1300
D/W Frames	196	Fleetwood-Black Anodized	3.3	646.8
Total =	882		Total =	20935.4
			LRV =	23.73628

Left Elevation

Stucco-Lighter	225	BM-Huntington Biege HC-21	40	9000
Stucco-Darker	426	BM-Free Spirit 245	24.4	10394.4
Gutters	25	BM-Kendall Charcoal	15	375
Cast Stone	18	Siena Stone-Oatmeal	50	900
D/W Frames	70	Fleetwood-Black Anodized	3.3	231
Total =	764		Total =	20900.4
			LRV =	27.35654

AVERAGE LRV CALCULATIONS

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. 'L' • LOS GATOS, CA • 95030 • (408) 395-2555

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

ELEVATIONS

DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-9

9 OF -

Rear Elevation

Stucco-Lighter	295	BM-Huntington Biege HC-21	40	11720
Stucco-Darker	117	BM-Free Spirit 245	24.4	2854.8
Gutters	23	BM-Kendall Charcoal	15	345
Cast Stone		Siena Stone-Oatmeal	50	0
D/W Frames	38	Fleetwood-Black Anodized	3.3	125.4
Total =	433		Total =	14919.8
			LRV =	34.45681

Right Elevation

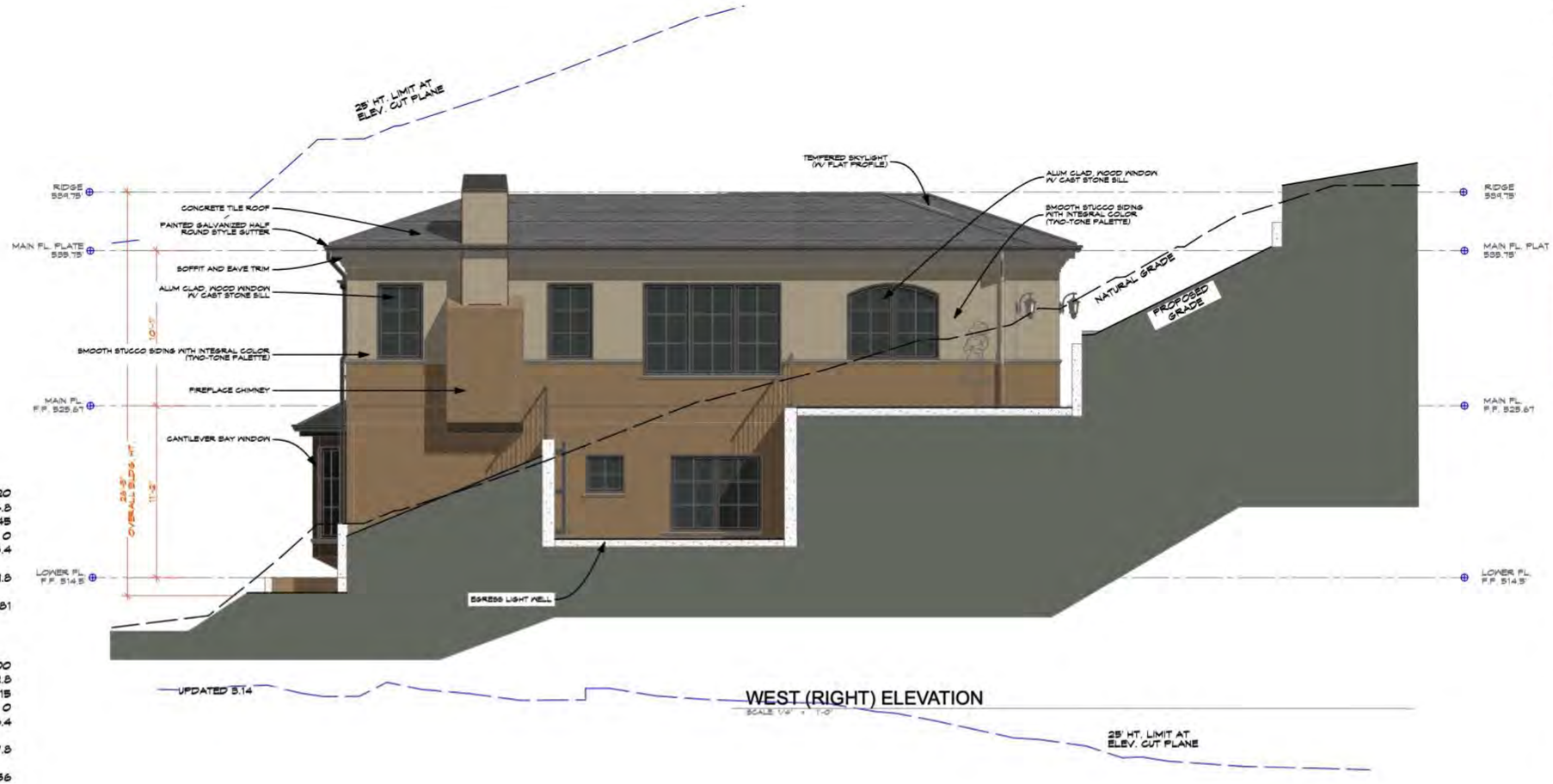
Stucco-Lighter	225	BM-Huntington Biege HC-21	40	9000
Stucco-Darker	312	BM-Free Spirit 245	24.4	7612.8
Gutters	21	BM-Kendall Charcoal	15	315
Cast Stone	0	Siena Stone-Oatmeal	50	0
D/W Frames	48	Fleetwood-Black Anodized	3.3	158.4
Total =	558		Total =	16927.8
			LRV =	30.33656

Total Average LRV

Front Elevation	28.7
Left Elevation	27.4
Rear Elevation	34.5
Right Elevation	30.3
	116
Average LRV =	**29**

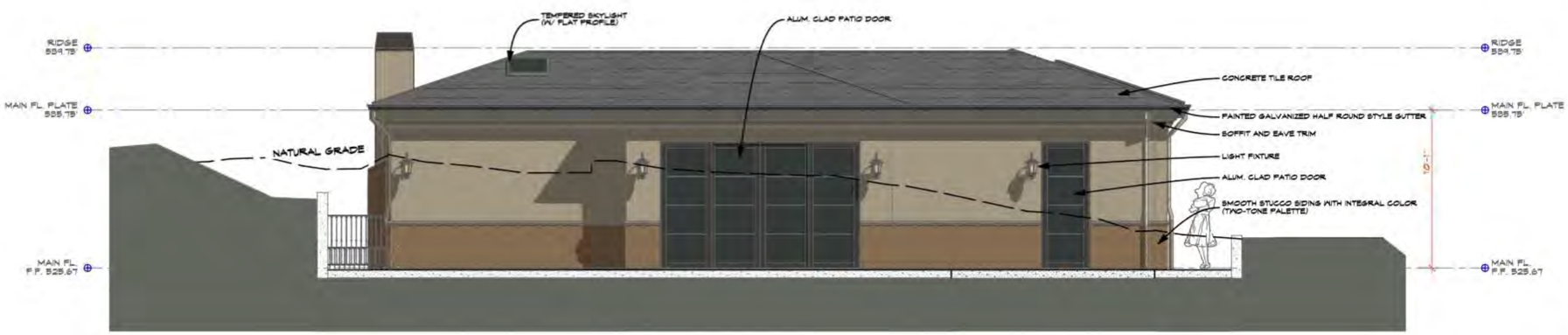
AVERAGE LRV CALCULATIONS

SCALE: 1:0.67



WEST (RIGHT) ELEVATION

SCALE: 1/4" = 1'-0"



SOUTH (REAR) ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS

REV	5.7.25

KOHLSAAT & ASSOCIATES

51 UNIVERSITY AVE. 'L' • LOS GATOS, CA • 95030 • (408) 395-2555

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

ELEVATIONS

DATE: 11/08/22

SCALE: AS SHOWN

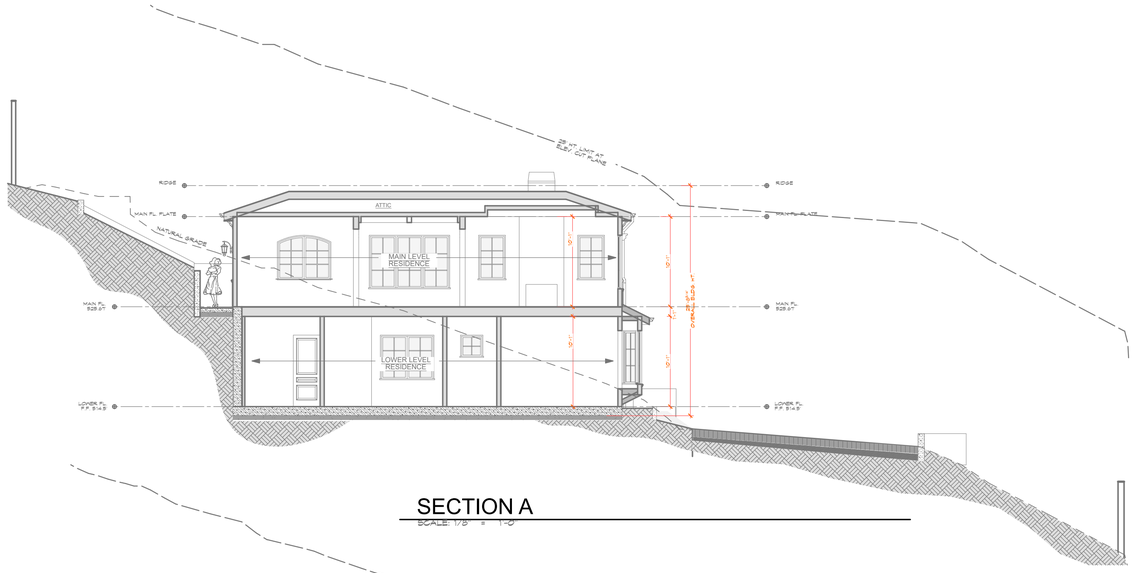
SHEET

A-10

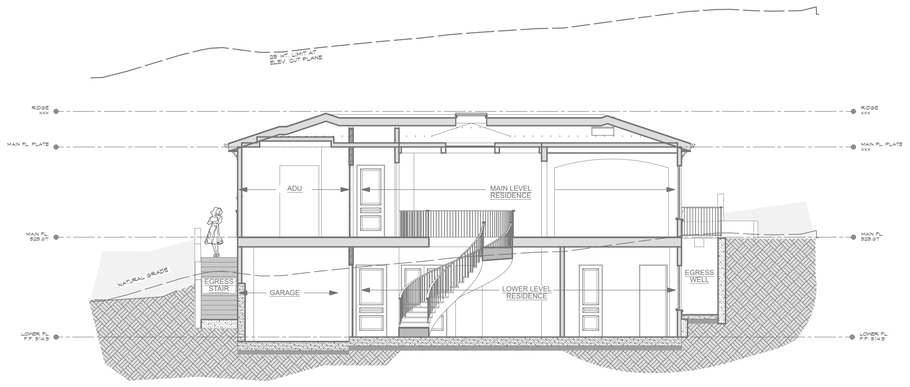
10 OF -



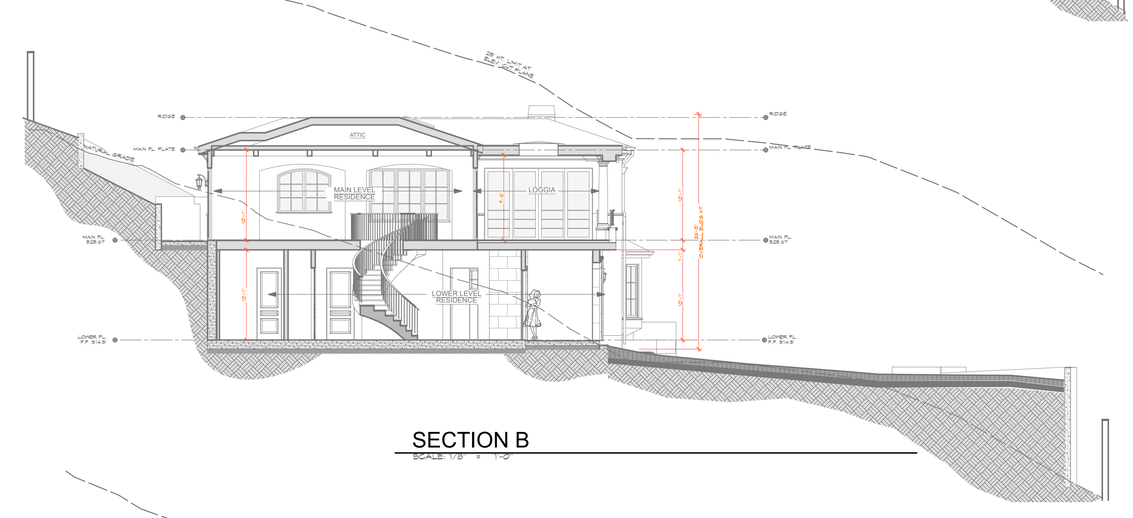
SECTION D
SCALE: 1/8" = 1'-0"



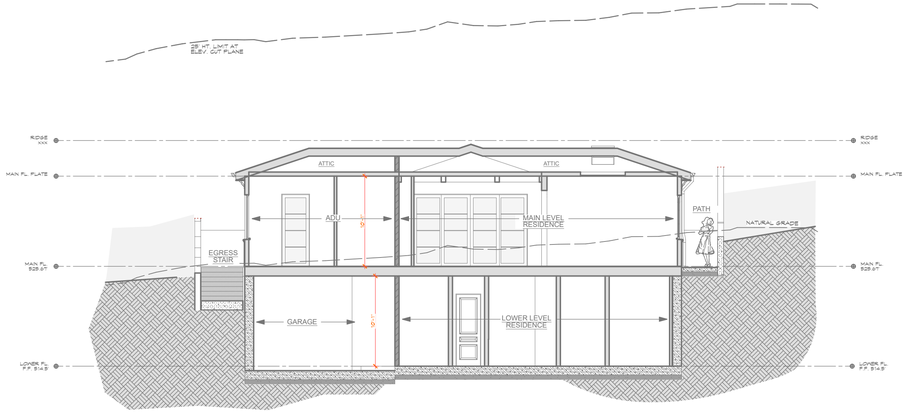
SECTION A
SCALE: 1/8" = 1'-0"



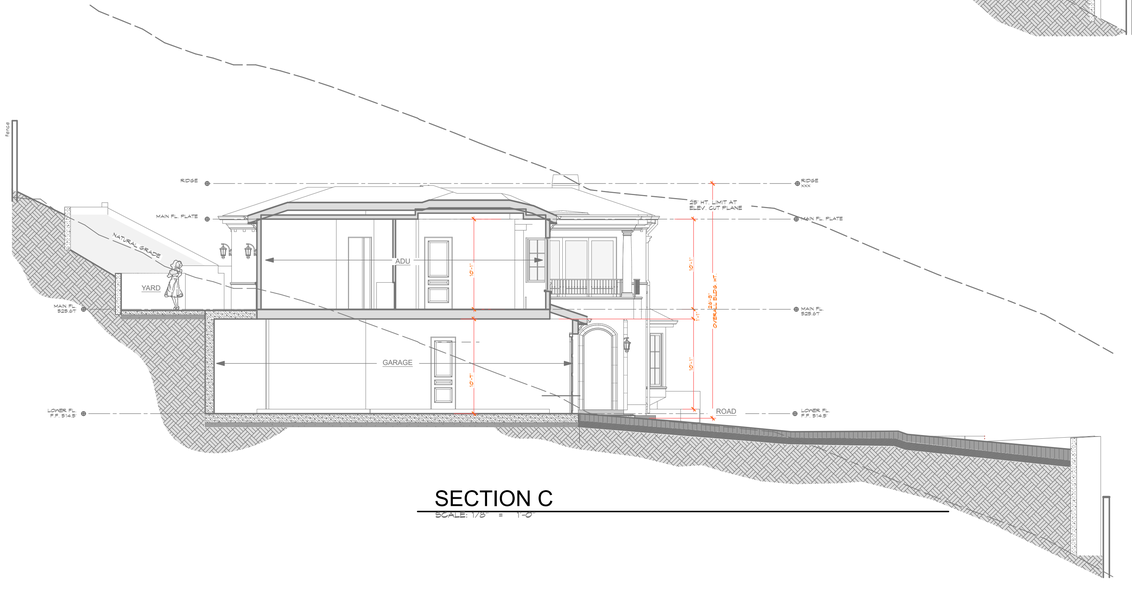
SECTION E
SCALE: 1/8" = 1'-0"



SECTION B
SCALE: 1/8" = 1'-0"



SECTION F
SCALE: 1/8" = 1'-0"



SECTION C
SCALE: 1/8" = 1'-0"

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA. • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

SECTIONS

DATE: 11/08/22

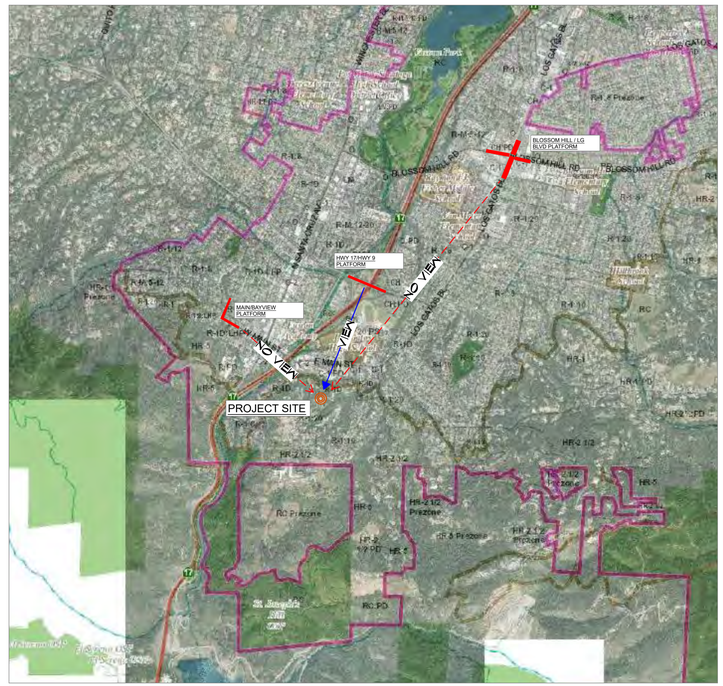
SCALE: AS SHOWN

SHEET
A-11
11 OF -



PHOTO TAKEN WITH 50MM LENS

REPRESENT THE VISIBILITY OF THE PROPOSED RESIDENCE FROM THE NAKED EYE



MAP

SHOWING PROJECT SITE IN RELATIONSHIP TO VIEWING PLATFORMS



PHOTO TAKEN WITH 300MM LENS

REPRESENT AN UP-CLOSE PERSPECTIVE TO IDENTIFY VISIBLE STORY POLES, NETTING, TREES AND/OR SHRUBBERY.

REQUIREMENT

CONDUCT A VISIBILITY ANALYSIS AS REQUIRED BY THE HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES FOR PROJECTS WITH THE POTENTIAL FOR BEING VISIBLE FROM ANY ESTABLISHED VIEWING AREA.

OBSERVATION LOCATIONS

BLOSSOM HILL/LG BLVD	VERIFIED, NO VIEW TO PROJECT SITE, STRUCTURE NOT VISIBLE
MAIN & BAYVIEW	VERIFIED, NO VIEW TO PROJECT SITE, STRUCTURE NOT VISIBLE
SELINDA WAY & LG ALMADEN ROAD	TOO FAR, NO VIEW TO PROJECT SITE
HWY 17 & HWY 9	VIEW TO PROJECT SITE, SEE ANALYSIS BELOW

METHOD

1. USING PRELIMINARY PARTIAL STORY POLES* AND ORANGE NETTING TO CALL OUT CRITICAL HEIGHTS AND BUILDING CORNERS.

2. PHOTOGRAPHS OF THE STORY POLES WERE TAKEN USING 50MM AND 300MM LENSES.

3. SEE PHOTOS FOR RESULTS AND ANALYSIS.

* CERTIFIED, COMPLETE STORY POLES COMPLIANT TO TOWN'S STANDARDS WILL BE INSTALLED AT LATER DATE.

ANALYSIS RESULTS

3 OUT OF 4 ELEVATIONS OF THE PROPOSED HOME ARE NOT VISIBLE TO THE VIEWING PLATFORM.

PART OF THE FRONT ELEVATION IS SHOWN TO BE PARTIALLY VISIBLE TO THE VIEWING PLATFORM. THE RATIO BETWEEN VISIBLE PART VS. NON-VISIBLE PART IS 22 : 78.

ADU PORTION OF THE RESIDENCE IS EXCLUDED FROM THE VISIBILITY CALCULATION.

PLANNING CONSIDERATIONS TO MINIMIZE VISIBILITY OF PROPOSED HOME

1. MINIMIZE BUILDING WIDTH ON VISIBLE SIDE OF THE LOT.

2.EMPLOY TIERED BUILDING CONFIGURATION, FOLLOWING THE HILLSIDE NATURAL CONTOUR.

3. USE OF AN AVERAGE LRV BELOW 30 FOR EXTERIOR FINISHES INCLUDING: ROOF COVERING, WALL SIDING AND EXTERIOR TRIM.

4. SITE PLANNING TO PRESERVE EXISTING MATURE TREES, WHICH PROVIDE SUBSTANTIAL SCREENING OF HOME.

REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

VISIBILITY STUDY

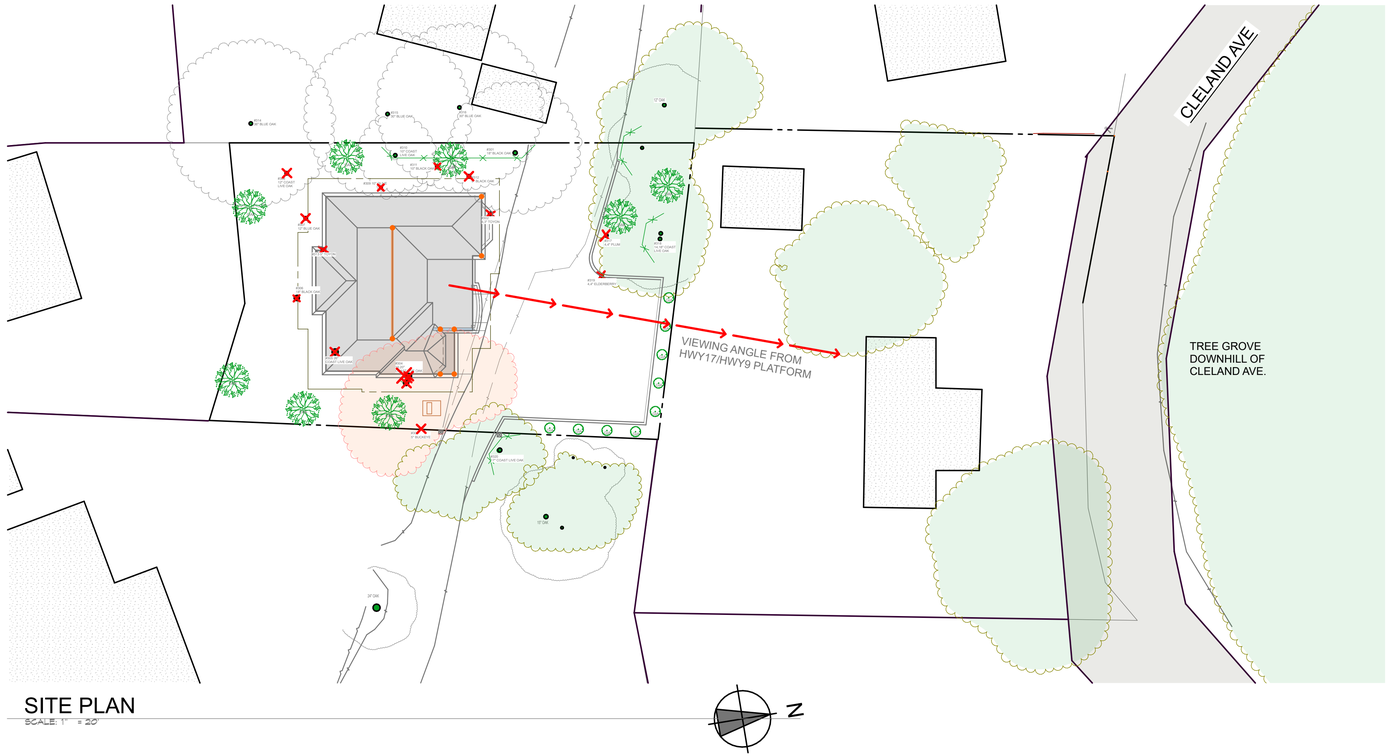
DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-12

12 OF -



SITE PLAN
SCALE: 1" = 20'



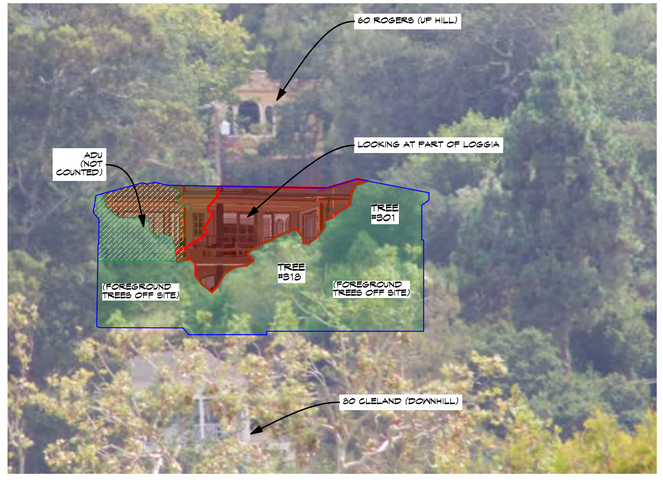
ANALYSIS RESULT:
RED SHADED AREA INDICATED VISIBLE AREA.

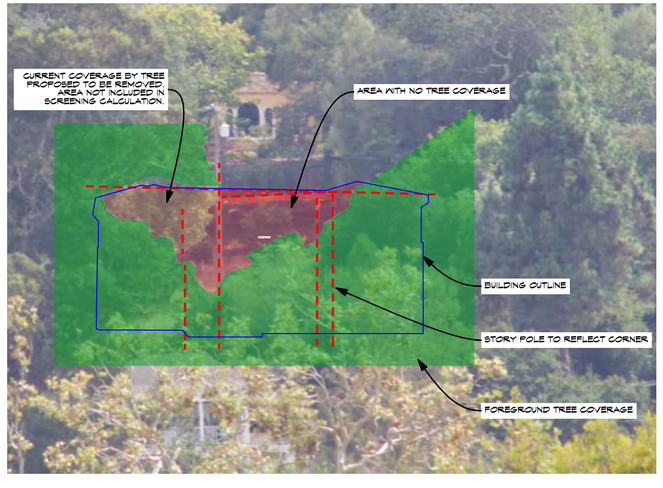
ORANGE AREA INDICATES AREA NOW VISIBLE DUE TO TREE REMOVAL.

(ADU EXCLUDED FROM CALCULATIONS)

THE TOTAL VISIBLE PART EQUALS TO 22% OF THE ELEVATION.

NO OTHER SIDE OF THE HOUSE IS VISIBLE.





TREE COVERAGE AND BUILDING VISIBILITY ANALYSIS

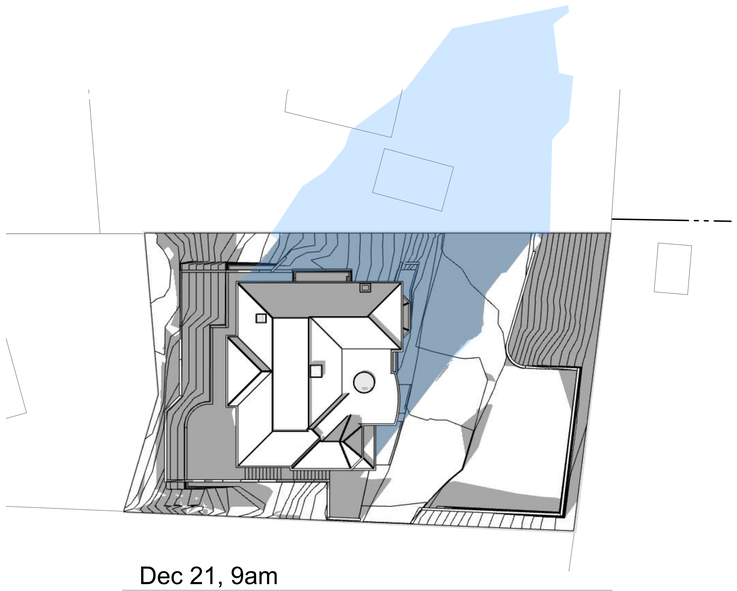
REVISIONS	
REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR
THE AGAHIAN RESIDENCE
45 RESERVOIR ROAD LOS GATOS, CA 95030

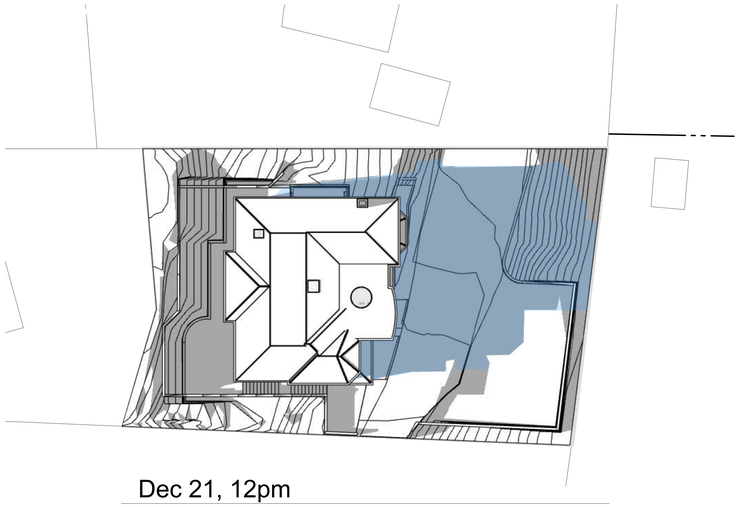
VISIBILITY STUDY

DATE: 11/08/22
SCALE: AS SHOWN
SHEET
A-13
13 OF -

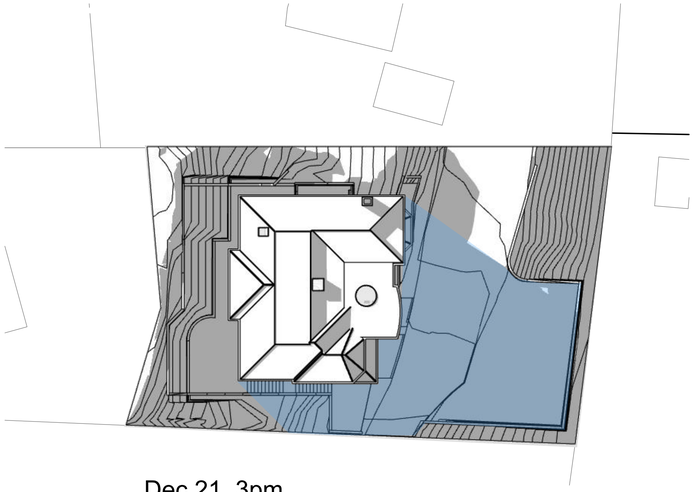


Dec 21, 9am

WINTER



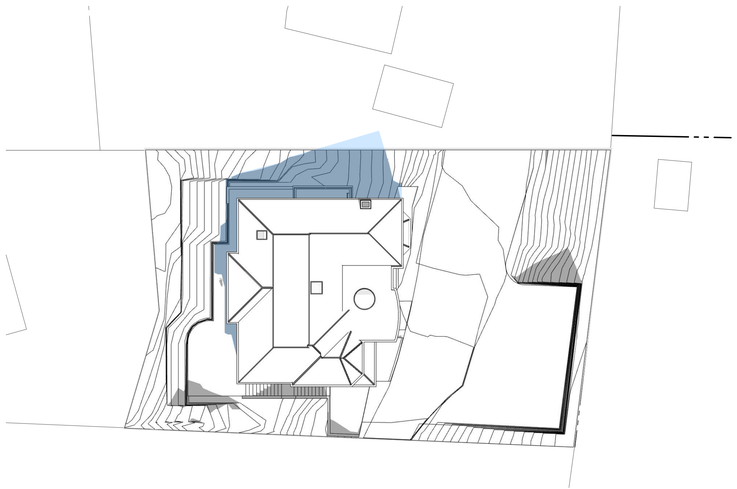
Dec 21, 12pm



Dec 21, 3pm

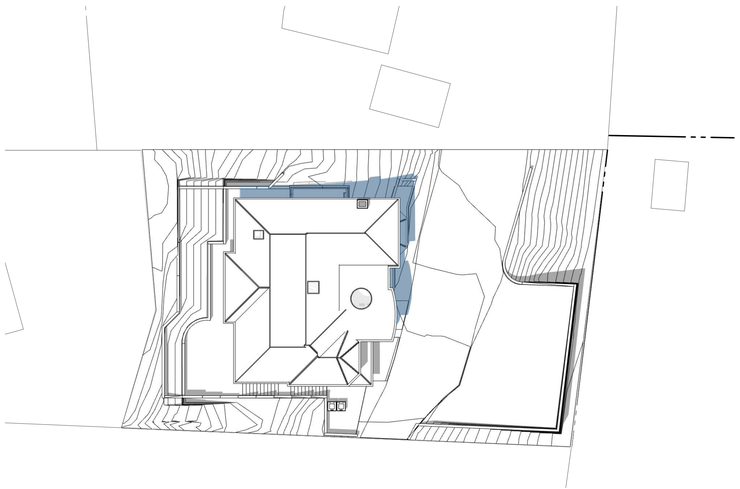
BUILDING SHADOWS DURING SHORTEST (WINTER SOLSTICE) AND LONGEST (SUMMER SOLSTICE) DAYLIGHT DAYS

N

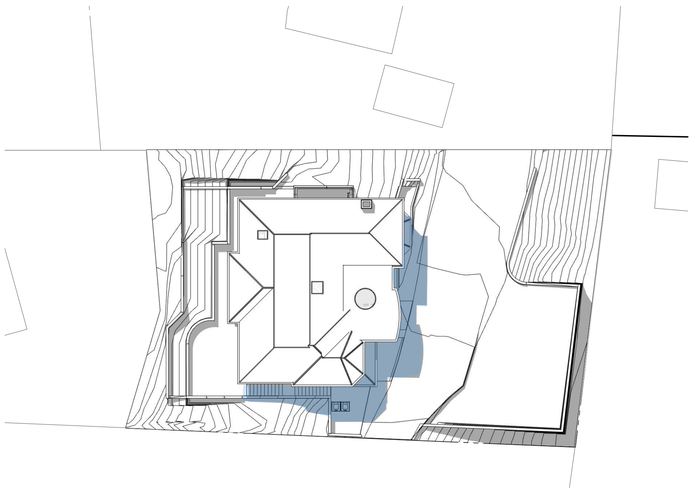


June 21, 9am

SUMMER



June 21, 12pm



June 21, 3pm

REVISIONS

REV	5.7.25

KOHLSAAT & ASSOCIATES
51 UNIVERSITY AVE. "L" • LOS GATOS, CA. • 95030 • (408) 395-2655

ARCHITECTURE AND SITE APPLICATION FOR

THE AGAHIAN RESIDENCE

45 RESERVOIR ROAD LOS GATOS, CA 95030

SHADOW STUDIES

DATE: 11/08/22

SCALE: AS SHOWN

SHEET

A-14

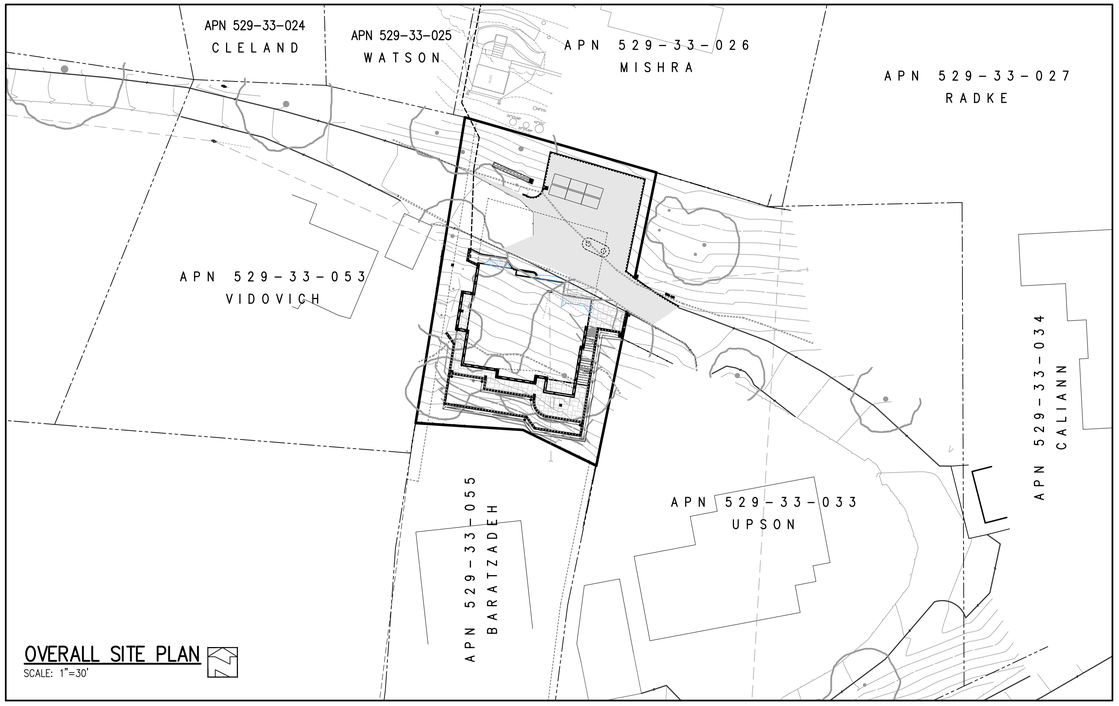
14 OF -

PLAN FOR THE IMPROVEMENT OF

GRADING & DRAINAGE PLANS

TOWN OF LOS GATOS

ARCHITECTURAL & SITE APPLICATION NO. S-22-048



OVERALL SITE PLAN

SCALE: 1"=30'



VICINITY MAP

SHEET INDEX

1. TOWN NOTES, PROJECT DATA, LEGEND & ABBREVIATIONS
2. BLUEPRINT FOR A CLEAN BAY SHEET
3. EXISTING TOPOGRAPHY AND DEMOLITION PLAN
4. GRADING & DRAINAGE PLAN
5-6. UTILITY PLAN
7. CROSS SECTIONS & DETAILS
8. EROSION CONTROL PLAN

GRADING QUANTITIES

SITE ELEMENT	CUT	FILL	HEIGHT
RESIDENCE	834± C.Y.	0± C.Y.	18.2'±/0'±
DRIVEWAY	15± C.Y.	283± C.Y.	1.0'±/15.5'±
YARD	289± C.Y.	339± C.Y.	8.9'±/15.4'±
TOTAL	1,138± C.Y.	622± C.Y.	

TABLE OF PROPOSED PERVIOUS AND IMPERVIOUS AREAS

TOTAL SITE AREA: 9,973 SF	TOTAL SITE AREA DISTURBED: 8,188 SF *(INCLUDING CLEARING, GRADING OR EXCAVATING)*			
	EXISTING AREA (SF)	PROPOSED AREA (SF)		TOTAL AREA POST-PROJECT (SF)
		REPLACED	NEW	
IMPERVIOUS AREA	3,884 SF	3,884 SF	2,575 SF	6,459 SF
TOTAL NEW & REPLACED IMPERVIOUS AREA		6,459 SF		
PERVIOUS AREA	6,089 SF	3,514 SF		3,514 SF

TOWN OF LOS GATOS STANDARD PUBLIC IMPROVEMENT NOTES

1. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH THE FOLLOWING:
   a. TOWN OF LOS GATOS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS (UNLESS SPECIFICALLY STATED OTHERWISE ON THE PLANS).
   b. ALL TOWN OF LOS GATOS CONDITIONS OF APPROVAL RELATED TO THE PROJECT.
   c. THESE PLANS AND DETAILS.
   d. RECOMMENDATIONS OF THE PROJECT SOILS INVESTIGATION
   SOILS ENGINEER C2EARTH, INC.
   REFERENCE REPORT NO. 22118C-01R1, DATED 01-20-23
   LETTER NO. _____, DATED _____, SHALL BE THOROUGHLY COMPLIED WITH. BOTH THE MENTIONED REPORT AND ALL UPDATES/ADDENDUMS/LETTERS ARE HEREBY APPENDED AND MADE A PART OF THESE PLANS.
2. NO WORK MAY BE STARTED ON-SITE WITHOUT AN APPROVED GRADING PLAN AND A GRADING PERMIT ISSUED BY THE TOWN OF LOS GATOS, PARKS AND PUBLIC WORKS DEPARTMENT LOCATED AT 41 MILES AVENUE, LOS GATOS, CA 95030.
3. A PRE-JOB MEETING SHALL BE HELD WITH THE TOWN ENGINEERING INSPECTOR FROM THE PARKS AND PUBLIC WORKS DEPARTMENT PRIOR TO ANY WORK BEING DONE. THE CONTRACTOR SHALL CALL THE INSPECTIONS LINE AT (408) 399-5771 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO ANY GRADING OR ONSITE WORK. THIS MEETING SHOULD INCLUDE:
   a. A DISCUSSION OF THE PROJECT CONDITIONS OF APPROVAL, WORKING HOURS, SITE MAINTENANCE AND OTHER CONSTRUCTION MATTERS;
   b. ACKNOWLEDGEMENT IN WRITING THAT CONTRACTOR AND APPLICANT HAVE READ AND UNDERSTAND THE PROJECT CONDITIONS OF APPROVAL, AND WILL MAKE CERTAIN THAT ALL PROJECT SUB-CONTRACTORS HAVE READ AND UNDERSTAND THEM PRIOR TO COMMENCING WORK AND THAT A COPY OF THE PROJECT CONDITIONS OF APPROVAL WILL BE POSTED ON SITE AT ALL TIMES DURING CONSTRUCTION.
4. APPROVAL OF PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR THE CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF, DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS, PUBLIC INTEREST AND SAFETY REQUIRES A MODIFICATION OR DEPARTURE FROM THE TOWN SPECIFICATIONS OR THESE IMPROVEMENT PLANS, THE TOWN ENGINEER SHALL HAVE FULL AUTHORITY TO REQUIRE SUCH MODIFICATION OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE.
5. APPROVAL OF THIS PLAN APPLIES ONLY TO THE GRADING, EXCAVATION, PLACEMENT, AND COMPACTION OF NATURAL EARTH MATERIALS. THIS APPROVAL DOES NOT CONFER ANY RIGHTS OF ENTRY TO EITHER PUBLIC PROPERTY OR THE PRIVATE PROPERTY OF OTHERS AND DOES NOT CONSTITUTE APPROVAL OF ANY OTHER IMPROVEMENTS.
6. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE OR CONTRACTOR TO IDENTIFY, LOCATE AND PROTECT ALL UNDERGROUND FACILITIES. PERMITTEE OR CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) AT 1-800-227-2600 A MINIMUM OF FORTY-EIGHT (48) HOURS BUT NOT MORE THAN FOURTEEN (14) DAYS PRIOR TO COMMENCING ALL WORK.
7. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO COMPLY WITH THE STANDARDS ESTABLISHED BY THE AIR QUALITY MANAGEMENT DISTRICT FOR AIRBORNE PARTICULATES.
8. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, CODES, RULES AND REGULATIONS GOVERNING THE WORK IDENTIFIED ON THESE PLANS. THESE SHALL INCLUDE, WITHOUT LIMITATION, SAFETY AND HEALTH RULES AND REGULATIONS ESTABLISHED BY OR PURSUANT TO THE OCCUPATIONAL SAFETY AND HEALTH ACT OR ANY OTHER APPLICABLE PUBLIC AUTHORITY.
9. THE GENERAL CONTRACTOR SHALL PROVIDE QUALIFIED SUPERVISION ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
10. CONTRACTOR SHALL EXERCISE ALL NECESSARY CAUTION TO AVOID DAMAGE TO ANY EXISTING TREES, SURFACE IMPROVEMENTS, DRAINAGE, WATER, SEWER, ELECTRICAL OR TELECOMMUNICATION FACILITIES WHETHER ABOVE GROUND OR UNDERGROUND. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DAMAGE THERETO.
11. HORIZONTAL AND VERTICAL CONTROLS SHALL BE SET AND CERTIFIED BY A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER QUALIFIED TO PRACTICE LAND SURVEYING.
12. DURING CONSTRUCTION, ALL APPLICABLE WORK (SUBGRADE, PAVING, ETC.) SHALL BE INSPECTED BY THE APPLICANT'S SOILS ENGINEER. THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING SUCH WORK. THE ENGINEER SHALL BE ON-SITE TO VERIFY CONDITIONS AS REQUIRED IN HIS REPORT. SHOULD ANY CHANGES TO THE REPORT RECOMMENDATIONS BE NECESSARY, TOWN APPROVAL SHALL BE OBTAINED PRIOR TO ANY ASSOCIATED WORK.
13. THE RESULTS OF THE CONSTRUCTION OBSERVATION AND TESTING SHALL BE DOCUMENTED IN AN "AS-BUILT" LETTER/REPORT PREPARED BY THE APPLICANTS' SOILS ENGINEER AND SUBMITTED FOR THE TOWN'S REVIEW AND ACCEPTANCE BEFORE FINAL RELEASE OF ANY OCCUPANCY PERMIT IS GRANTED.
14. ALL PRIVATE AND PUBLIC STREETS ACCESSING PROJECT SITE SHALL BE KEPT OPEN AND IN A SAFE, DRIVABLE CONDITION THROUGHOUT CONSTRUCTION. IF TEMPORARY CLOSURE IS NEEDED, THEN FORMAL WRITTEN NOTICE TO THE ADJACENT NEIGHBORS AND THE TOWN OF LOS GATOS PARKS AND PUBLIC WORKS DEPARTMENT SHALL BE PROVIDED AT LEAST ONE WEEK IN ADVANCE OF CLOSURE, AND NO CLOSURE SHALL BE GRANTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE TOWN. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC OR PRIVATE RIGHT-OF-WAY.
15. THE CONTRACTOR SHALL INSTALL AND MAINTAIN FENCES, BARRIERS, LIGHTS AND SIGNS THAT ARE NECESSARY TO GIVE ADEQUATE WARNING AND PROTECTION TO THE PUBLIC AT ALL TIMES.
16. OWNER/APPLICANT: FARNAZ AGAHIAN PHONE: 408-234-5780
17. GENERAL CONTRACTOR: _____ PHONE: _____
18. A TOWN ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY. A STATE ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN STATE RIGHT-OF-WAY (IF APPLICABLE). THE PERMITTEE AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING INSPECTION PERFORMED BY OTHER GOVERNMENTAL AGENCIES.
19. GOOD HOUSEKEEPING PRACTICES SHALL BE OBSERVED AT ALL TIMES DURING THE COURSE OF CONSTRUCTION. SUPERINTENDENCE OF CONSTRUCTION SHALL BE DILIGENTLY PERFORMED BY A PERSON OR PERSONS AUTHORIZED TO DO SO AT ALL TIMES DURING WORKING HOURS. THE STORING OF GOODS AND/OR MATERIALS ON THE SIDEWALK AND/OR THE STREET WILL NOT BE ALLOWED UNLESS A SPECIAL PERMIT IS ISSUED BY THE ENGINEERING DIVISION. THE ADJACENT PUBLIC RIGHT-OF-WAY SHALL BE KEPT CLEAR OF ALL JOB RELATED DIRT AND DEBRIS AT THE END OF THE DAY. FAILURE TO MAINTAIN THE PUBLIC RIGHT-OF-WAY ACCORDING TO THIS CONDITION MAY RESULT IN PENALTIES AND/OR THE TOWN PERFORMING THE REQUIRED MAINTENANCE AT THE DEVELOPER'S EXPENSE.

TOWN OF LOS GATOS NPDES NOTES

1. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
2. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
3. APPROPRIATE BEST MANAGEMENT PRACTICES (BMPS) FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILL OR RESIDES SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTY BY WIND OR RUNOFF AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
4. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES AND MUST NOT BE DISCHARGED TO RECEIVING WATERS OR TO THE LOCAL STORM DRAIN SYSTEM.
5. ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES (BMPS) AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
6. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
7. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT A STORM DOES NOT CARRY WASTE OR POLLUTANTS OFF OF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER (NON-STORMWATER DISCHARGES) ARE PROHIBITED EXCEPT AS AUTHORIZED BY AN INDIVIDUAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT OR THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES AND ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; CONCRETE AND RELATED CUTTING OR CURING RESIDUES; FLOATABLE WASTES; WASTES FROM ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; WASTES FROM STREET CLEANING; AND SUPERCHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
8. DISCHARGING CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING GROUNDWATER THAT HAS INFILTRATED INTO THE CONSTRUCTION SITE IS PROHIBITED. DISCHARGING OF CONTAMINATED SOILS VIA SURFACE EROSION IS ALSO PROHIBITED. DISCHARGING NON-CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING ACTIVITIES REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.

NOTE:

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

NOTE TO CONTRACTOR

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTE:

ADVANCE NOTICE SHALL BE PROVIDED TO NEIGHBORING PROPERTY OWNERS AND SCHOOLS OF HEAVY CONSTRUCTION ACTIVITIES AND HEAVY CONSTRUCTION SHALL NOT START BEFORE 8:30 AM ON DAYS WHEN SCHOOLS ARE IN SESSION. NO CONSTRUCTION IS ALLOWED ON SUNDAYS.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
ARV	AIR RELEASE VALVE
BC	BACK OF CURB
BFP	BACKFLOW PREVENTER
BW	BOTTOM OF WALL
CATV	CABLE TELEVISION
CB	CATCH BASIN
CFS	CUBIC FEET PER SECOND
C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CY	CUBIC YARD
DCVA	DOUBLE CHECK VALVE ASSEMBLY
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWY	DRIVEWAY
(E)	EAST
EG	EXISTING GRADE
ELEC	ELECTRICAL
EP	EDGE OF PATH
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
FC	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCED MAIN
FS	FIRE SERVICE
FT	FEET
G	GAS
GA	GAUGE
GB	GRADE BREAK
GM	GAS METER
GS	GAS SERVICE
HDPE	HIGH-DENSITY POLYETHYLENE
HP	HIGH POINT
IEE	INGRESS/EGRESS EASEMENT
IN	INCH
INV	INVERT ELEVATION
LAT	LATERAL
LG	LIP OF GUTTER
LP	LOW POINT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MPH	MILES PER HOUR
(N)	NORTH
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
PAD	PAD ELEVATION
PCC	PORTLAND CEMENT CONCRETE
PERF	PERFORATED
PG&E	PACIFIC GAS & ELECTRIC COMPANY
PIEE	PRIVATE INGRESS/EGRESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PSDE	PRIVATE STORM DRAIN EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RIM	RIM ELEVATION
R/W	RIGHT-OF-WAY
(S)	SOUTH
S	SLOPE
SCC	SANTA CLARA COUNTY
SCCFD	SANTA CLARA COUNTY FIRE DEPARTMENT
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDE	STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SJWC	SAN JOSE WATER COMPANY
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSE	SANITARY SEWER EASEMENT
SSMH	SANITARY SEWER MANHOLE
STD	STANDARD
S/W	SIDEWALK
TC	TOP OF CURB
TELE	TELEPHONE
TLG	TOWN OF LOS GATOS
TW	TOP OF WALL
TYP	TYPICAL
VCP	VITRIFIED CLAY PIPE
(W)	WEST
W	WATER
WM	WATER METER
WS	WATER SERVICE
WV	WATER VALVE
WVSD	WEST VALLEY SANITATION DISTRICT
XING	CROSSING

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

REGISTERED PROFESSIONAL ENGINEER * VINOD MUSY-VERDEL * NO. 69278 EXP. 6-30- CIVIL * STATE OF CALIFORNIA

DATE:	APRIL 28, 2025
SCALE:	AS SHOWN
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF

LANDS OF AGAHIAN - 45 RESERVOIR DRIVE

APN 529-33-054

COVER SHEET

ARCHITECTURAL & SITE APPLICATION NO. S-22-048

PARKS AND PUBLIC WORKS DEPARTMENT

TOWN OF LOS GATOS

HANNA-BRUNETTI EST. 1950
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7851 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL- ENGINEERING @ HANNABRUNETTI.COM

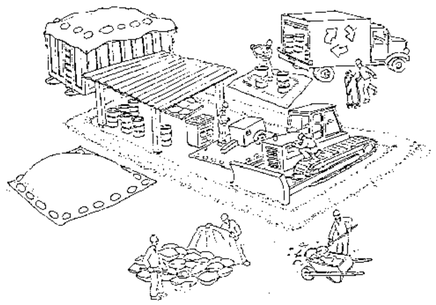
DATE	BY	REVISIONS

SHEET 1 OF 8

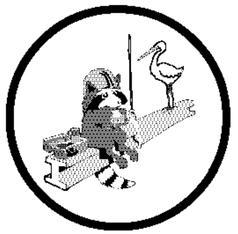
JOB NO. 23067

REV.: DEC. 2015

Pollution Prevention — It's Part of the Plan



Make sure your crews and subs do the job right!



Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will ensure your compliance with local ordinance requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- ✓ Sand, dirt, and similar materials must be stored at least 10 feet from catch basins, and covered with a tarp during wet weather or when rain is forecast.
- ✓ Use (but don't overuse) reclaimed water for dust control as needed.
- ✓ Sweep streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✓ Recycle all asphalt, concrete, and aggregate base material from demolition activities.
- ✓ Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly.

Hazardous materials management

- ✓ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, state, and federal regulations.
- ✓ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ✓ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ✓ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✓ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✓ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✓ Report any hazardous materials spills immediately! Dial 911 or your local emergency response number.

Vehicle and equipment maintenance & cleaning



- ✓ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✓ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✓ If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinsewater to run into gutters, streets, storm drains, or creeks.
- ✓ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.

Earthwork & contaminated soils

- ✓ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- ✓ Use hay bales, silt fences, or other control measures to minimize the flow of silt off the site.



- ✓ Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.
- ✓ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ✓ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place hay bales down-slope until soil is secure.
- ✓ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call your local fire department for help in determining what testing should be done.
- ✓ Manage disposal of contaminated soil according to Fire Department instructions.

Dewatering operations



- ✓ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ✓ Be sure to call your city's storm drain inspector before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ✓ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the city inspector to determine what testing to do and to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- ✓ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, hay bales, sand bags, or fine gravel dams to keep slurry out of the storm drain system.
- ✓ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ✓ If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work



- ✓ Do not pave during wet weather or when rain is forecast.
- ✓ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✓ Place drip pans or absorbent material under paving equipment when not in use.
- ✓ Protect gutters, ditches, and drainage courses with hay bales, sand bags, or earthen berms.
- ✓ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✓ Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- ✓ Be sure to store concrete, grout, and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- ✓ Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.



- ✓ Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain.
- ✓ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off site.

Painting



- ✓ Never rinse paint brushes or materials in a gutter or street!
- ✓ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area and spade it in.
- ✓ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✓ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

BASMAA Bay Area Stormwater Management Agencies Association (BASMAA)
1-888-BAYWISE

Storm drain polluters may be liable for fines of up to $10,000 per day!

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

REGISTERED PROFESSIONAL ENGINEER ★ AMANDA J. MUST-VERDEL ★ NO. 69278 ★ EXP. 6-30- CIVIL ★ STATE OF CALIFORNIA

DATE: APRIL 28, 2025
SCALE: NONE
DESIGN: AM
DRAWN: TM
CHECK: XX
ENGR: AM
PROJECT NO.: 23067

GRADING & DRAINAGE PLANS
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
BLUEPRINT FOR A CLEAN BAY
ARCHITECTURAL & SITE APPLICATION NO. S-22-048
PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

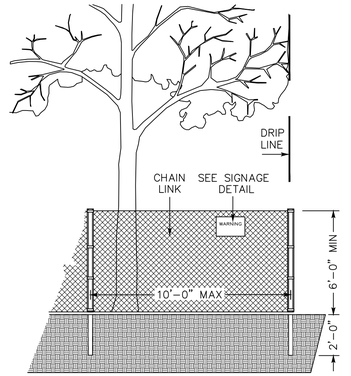
HANNA-BRUNETTI EST. 1910
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7661 EDGEWATER STREET - GILROY - 95020 - CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

BY	DATE

REVISIONS

JOB NO. 23067

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



EXISTING TREE PROTECTION DETAILS

1. PRIOR TO THE COMMENCEMENT OF ANY GRADING, TREE PROTECTIVE FENCING SHALL BE IN PLACE IN ACCORDANCE WITH THE TREE PRESERVATION PLAN AND INSPECTED BY A CERTIFIED ARBORIST. THE ARBORIST SHALL MONITOR CONSTRUCTION ACTIVITY TO ENSURE THAT THE TREE PROTECTION MEASURES ARE IMPLEMENTED AND ADHERED TO DURING CONSTRUCTION. THIS CONDITION SHALL BE INCORPORATED INTO THE GRADING PLANS.
2. FENCE SHALL BE MINIMUM 5 FEET TALL CONSTRUCTED OF STURDY MATERIAL (CHAIN–LINK OR EQUIVALENT STRENGTH/ DURABILITY).
3. FENCE SHALL BE SUPPORTED BY VERTICAL POSTS DRIVEN 2 FEET (MIN) INTO THE GROUND AND SPACED NOT MORE THAN 10 FEET APART.
4. TREE FENCING SHALL BE MAINTAINED THROUGHOUT THE SITE DURING THE CONSTRUCTION PERIOD, INSPECTED PERIODICALLY FOR DAMAGE AND PROPER FUNCTION, REPAIRED AS NECESSARY TO PROVIDE A PHYSICAL BARRIER FROM CONSTRUCTION ACTIVITIES, AND REMAIN IN PLACE UNTIL THE FINAL INSPECTION.
5. A SIGN THAT INCLUDES THE WORDS, "WARNING: TREE PROTECTION ZONE – THIS FENCE SHALL NOT BE REMOVED AND IS SUBJECT TO PENALTY ACCORDING TO TOWN CODE 29.10.1025," SHALL BE SECURELY ATTACHED TO THE FENCE IN A VISUALLY PROMINENT LOCATION.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

DEMOLITION NOTES:

1. EXISTING WALLS TO BE REMOVED & DISPOSED.
2. EXISTING STRUCTURES TO BE REMOVED & DISPOSED.
3. EXISTING UTILITY POLE TO BE RELOCATED BY "OTHERS".
4. EXISTING TREES TO BE REMOVED (PER PLAN)

BENCHMARK:

BENCHMARK ID: LG36
ELEVATION: 384.56 FEET
ORGANIZATION: TOWN OF LOS GATOS

DESCRIPTION:
INTERSECTION OF EAST MAIN STREET AND CHURCH STREET

BASIS OF BEARINGS:

THE BEARINGS SHOWN ON THIS TOPOGRAPHIC SURVEY IS BASED ON THE FOUND MONUMENTS AS SHOWN IN THE RECORD OF SURVEY FILED APRIL 13th, 1998 IN BOOK 700 OF MAPS AT PAGE 44. RECORDER OF SANTA CLARA COUNTY.

FLOOD ZONE:

PANEL NUMBER: 060343–06085C0376H
REVISION DATE: MAY 18, 2009
COMMUNITY NAME: LOS GATOS

ZONE X
AN AREA INUNDATED BY 500–YEAR FLOODING; AN AREA INUNDATED BY 100–YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; OR AN AREA PROTECTED BY LEVEES FROM 100–YEAR FLOODING.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER ★ VINOD MUSY–VERDEL ★ NO. 69278 EXP. 6–30– CIVIL ★ STATE OF CALIFORNIA

DATE:	APRIL 28, 2025
SCALE:	1"=20'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF

LANDS OF AGAHIAN - 45 RESERVOIR DRIVE

APN 529-33-054

EXISTING TOPOGRAPHIC SURVEY AND DEMOLITION PLAN

ARCHITECTURAL & SITE APPLICATION NO. S-22-048

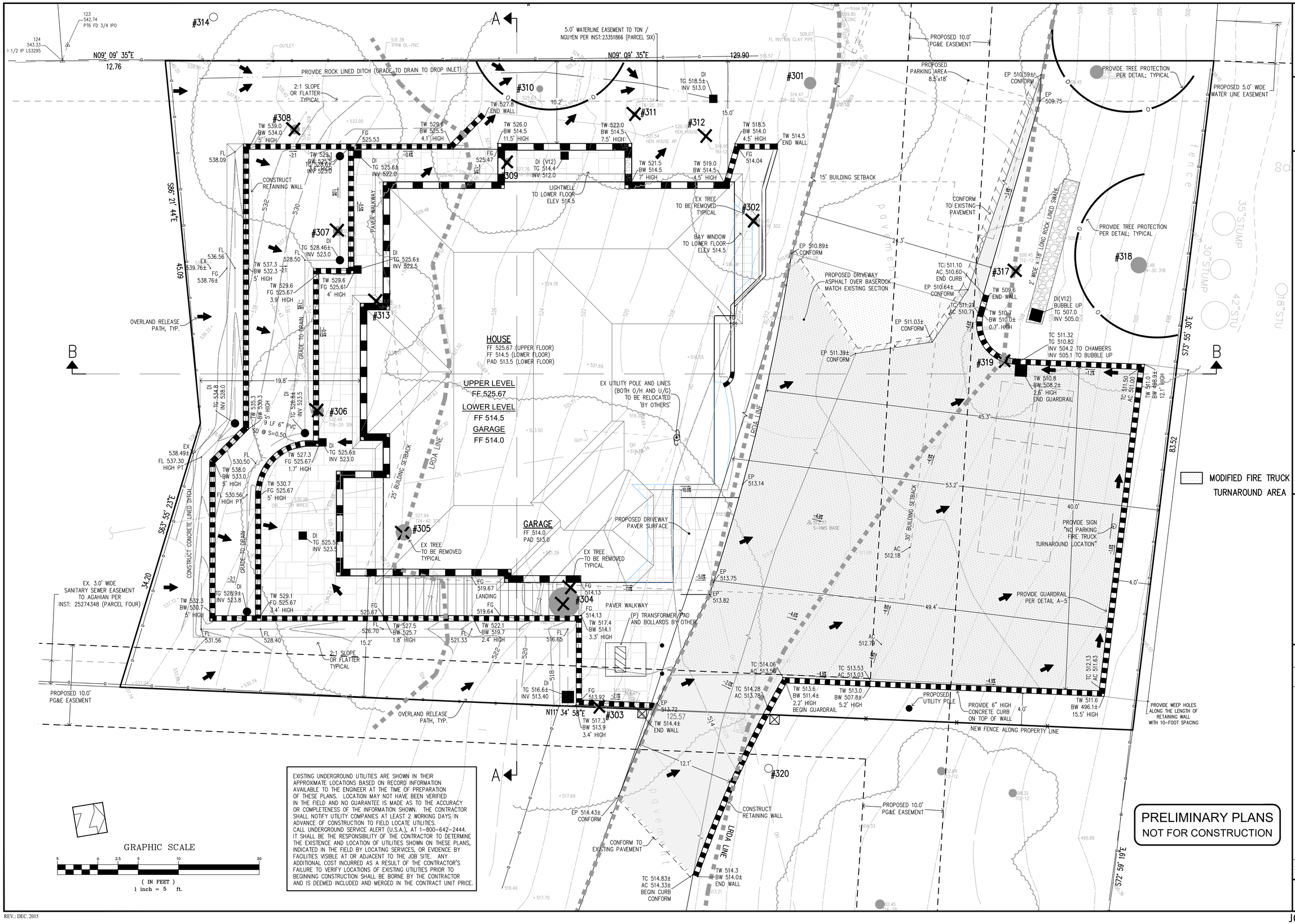
TOWN OF LOS GATOS

PARKS AND PUBLIC WORKS DEPARTMENT

HANNA-BRUNETTI
EST. 1980
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
765 EDGEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL ENGINEERING @ HANNABRUNETTI.COM

DATE	BY	REVISIONS

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



REGISTERED PROFESSIONAL ENGINEER * VINOD K. MUSY-VERDEL * No. 69278 EXP. 6-30-CIVIL * STATE OF CALIFORNIA

DATE:	APRIL 28, 2025
SCALE:	1"=5'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF

LANDS OF AGAHIAN - 45 RESERVOIR DRIVE

APN 529-33-054

GRADING & DRAINAGE PLAN

ARCHITECTURAL & SITE APPLICATION NO. S-22-048

PARKS AND PUBLIC WORKS DEPARTMENT

TOWN OF LOS GATOS

HANNA-BRUNETTI EST. 1980
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

BY	DATE	REVISIONS

REV.: DEC. 2015

JOB NO. 23067

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

123
542.74
PT6 FD 3/4 IPO

124
543.33
D 1/2 IP LS3295

N09° 09' 35"E
12.76

5.0' WATERLINE EASEMENT TO TON / NGUYEN PER INST: 23351866 (PARCEL SIX)

N09° 09' 35"E 129.90

PROPOSED 10.0' PG&E EASEMENT

PROPOSED 5.0' WIDE WATER LINE EASEMENT

PROPOSED DOMESTIC WATER

DI
TG 518.5±
INV 513.0

5 LF 6" PVC SD @ S=0.38

DI
TG 528.6±
INV 523.0

DI
TG 525.6±
INV 523.0

26 LF 6" PVC SD @ S=0.38

DI (V12)
TG 514.4
INV 512.0

SD @ S=0.033

16 LF 6" PVC

DI
TG 528.46±
INV 523.0

DI
TG 525.6±
INV 522.5

22 LF 6" PVC SD @ S=0.023

DI
TG 534.8
INV 528.0

DI
TG 528.8±
INV 523.5

DI
TG 525.6±
INV 523.0

12 LF 6" PVC SD @ S=0.04

DI
TG 525.5
INV 523.5

12 LF 6" PVC SD @ S=0.023

DI
TG 528.9±
INV 523.8

S86° 21' 44"E
45.09

S63° 55' 21"E
34.20

SEE 6.2 - SHEET 6
MATCH LINE

SEE SHEET 5
MATCH LINE

UPPER LEVEL
FF 525.67
LOWER LEVEL
FF 514.5
GARAGE
FF 514.0

EX UTILITY POLE AND LINES (BOTH O/H AND U/G) TO BE RELOCATED 'BY OTHERS'

EX. 3.0' WIDE SANITARY SEWER EASEMENT TO AGAHIAN PER INST: 25274348 (PARCEL FOUR)

PROPOSED 10.0' PG&E EASEMENT

PROPOSED UNDERGROUND JOINT TRENCH (ELECTRIC & COMMUNICATION)

PROVIDE 694± 2" HDPE FORCEMAIN TO EXISTING SEWER MANHOLE IN ROGERS STREET

(P) TRANSFORMER PAD AND BOLLARDS BY OTHER

694± LF 2" HDPE FORCEMAIN SS

47 LF 6" PVC SD @ S=0.19

DI
TG 516.6±
INV 513.40

N11° 34' 58"E
125.57

82 LF 8" PVC SD (SLOPE VARIES)

DI(V12)
BUBBLE UP
TG 507.0
INV 505.0

7 LF 6" SD

TC 511.32
TG 510.82
INV 504.2 TO CHAMBERS
INV 505.1 TO BUBBLE UP

AC 511.10

INV 504.11

AC 510.95

41± LF 4" PVC SS @ S=0.02

STORM CHAMBERS
(6) SC-800 CHAMBERS
TOP OF CHAMBER 506.86
CHAMBER BOTTOM 504.11

AC 511.92

INV 504.11

AC 511.64

15 LF 6" PVC SD @ S=0.12

INV 504.73

S73° 55' 30"E
83.52

PROPOSED UTILITY POLE

PROPOSED 10.0' PG&E EASEMENT

LANDA LINE

S72° 59' 19"E

MATCH LINE
SEE 6.1 - SHEET 6

UTILITY PROVIDERS:

WATER	SAN JOSE WATER
SANITARY SEWER	WEST VALLEY SANITATION DISTRICT
GAS/ELECTRIC	PG&E
COMMUNICATION	TBD

EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED ON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATION MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 2 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CALL UNDERGROUND SERVICE ALERT (U.S.A.), AT 1-800-642-2444. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS, INDICATED IN THE FIELD BY LOCATING SERVICES, OR EVIDENCE BY FACILITIES VISIBLE AT OR ADJACENT TO THE JOB SITE. ANY ADDITIONAL COST INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR AND IS DEEMED INCLUDED AND MERGED IN THE CONTRACT UNIT PRICE.

GRAPHIC SCALE
5 0 2.5 5 10 20
(IN FEET)
1 inch = 5 ft.

REGISTERED PROFESSIONAL ENGINEER * VINOD MUSY-VERDEL * No. 69278 EXP. 6-30-CIVIL * STATE OF CALIFORNIA

DATE:	APRIL 28, 2025
SCALE:	1"=5'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
UTILITY PLAN
ARCHITECTURAL & SITE APPLICATION NO. S-22-048

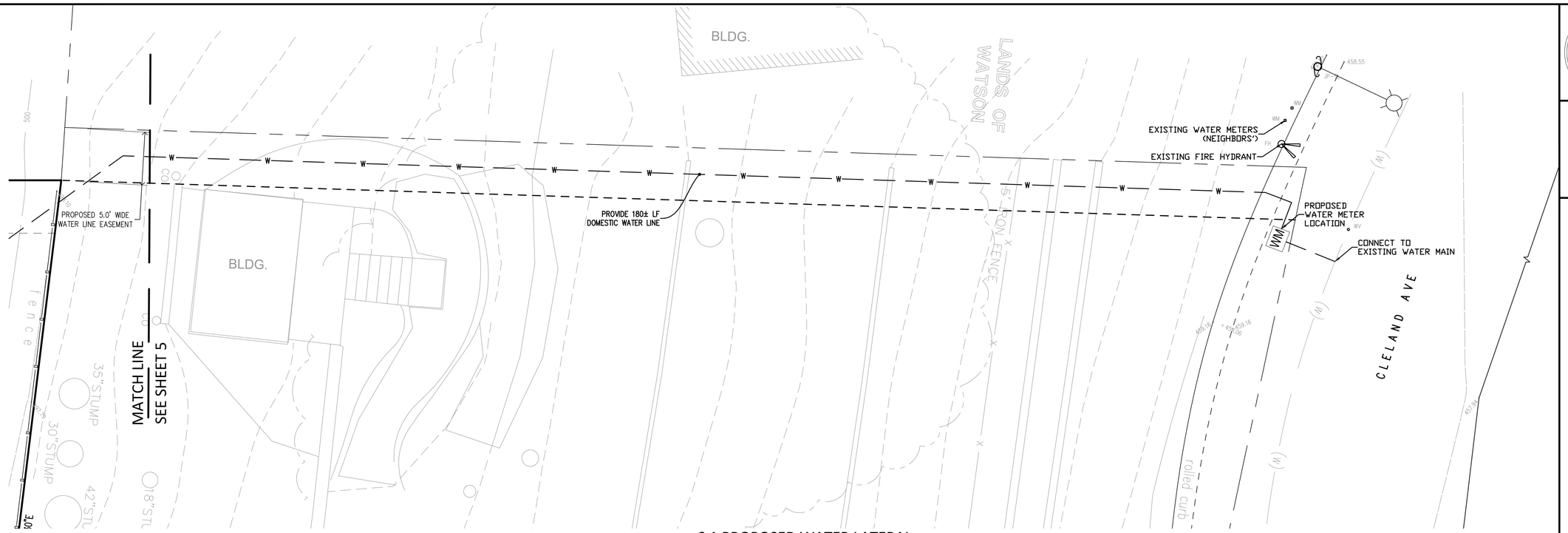
PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI
EST. 1980
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

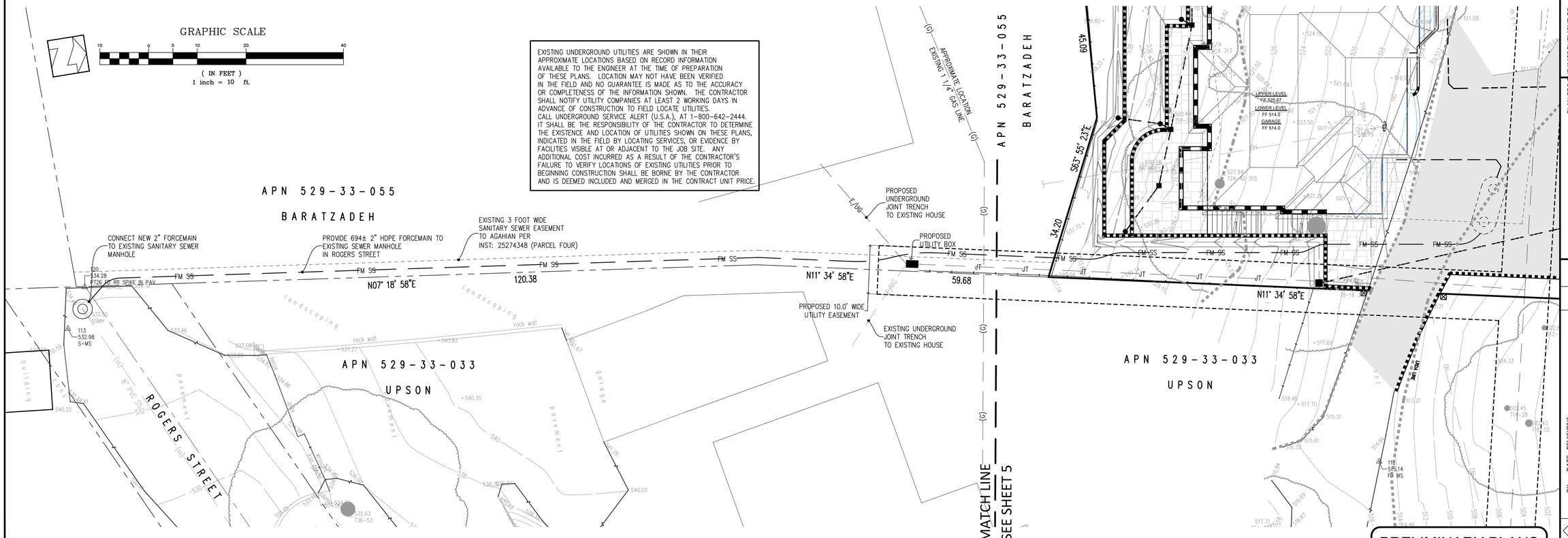
DATE	BY	REVISIONS

SHEET 5 OF 8

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



6.1 PROPOSED WATER LATERAL



6.2 PROPOSED SANITARY SEWER LATERAL

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
UTILITY PLAN
ARCHITECTURAL & SITE APPLICATION NO. S-22-048
TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS DEPARTMENT

REGISTERED PROFESSIONAL ENGINEER ★ ANA-MARIA MUSY-VERDEL ★ NO. 69278 EXP. 6-30- CIVIL ★ STATE OF CALIFORNIA

DATE:	APRIL 28, 2025
SCALE:	AS SHOWN
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

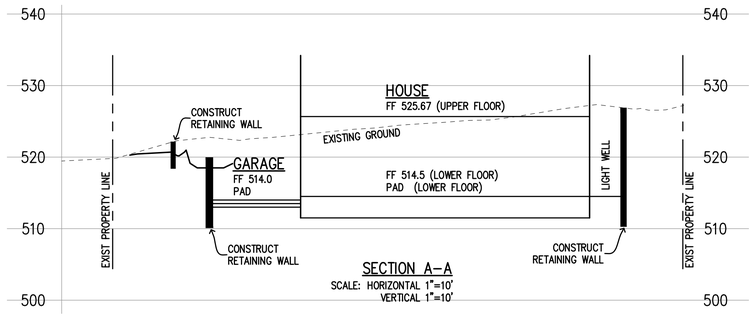
HANNA-BRUNETTI
EST. 1990
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7681 EDLEBERRY STREET - GILROY - 95020 - CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING@HANNABRUNETTI.COM

BY	DATE	REVISIONS

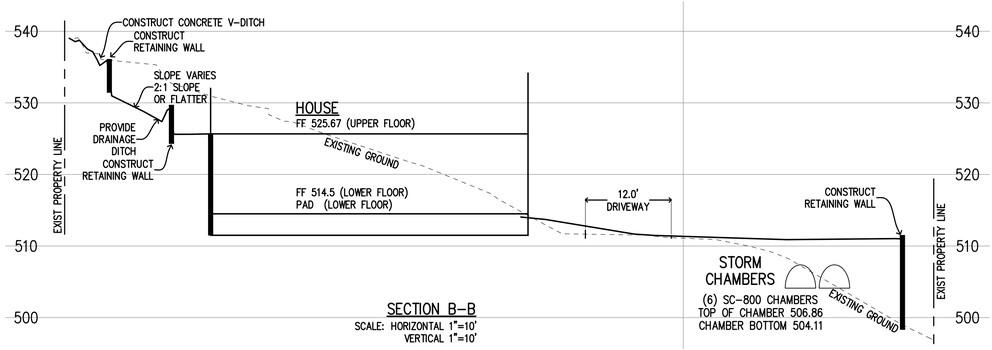
SHEET 6 OF 8

JOB NO. 23067

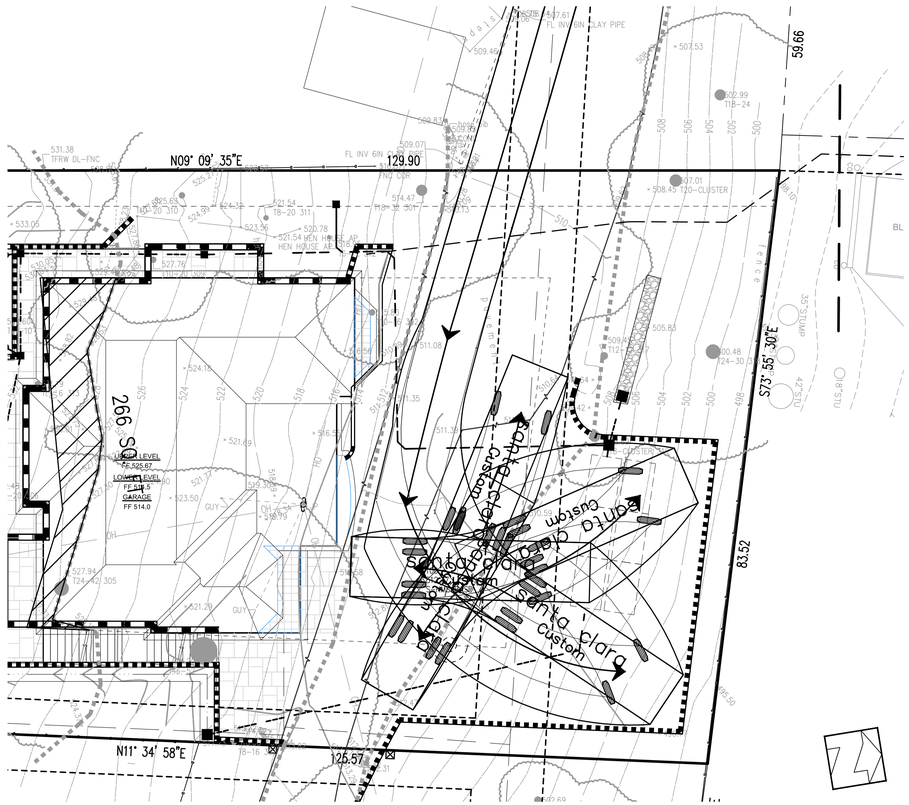
REV.: DEC. 2015



SECTION A–A
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=10'



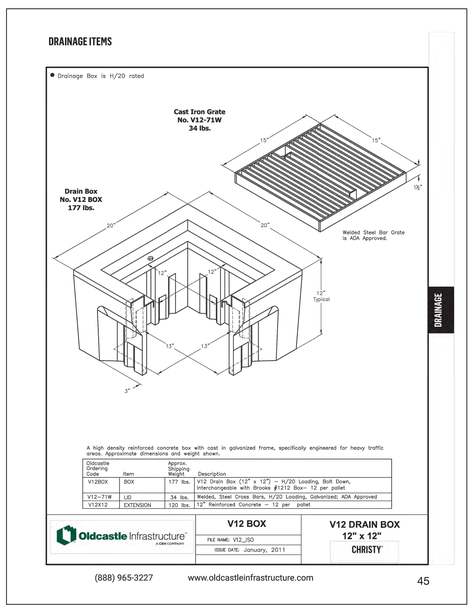
SECTION B–B
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=10'

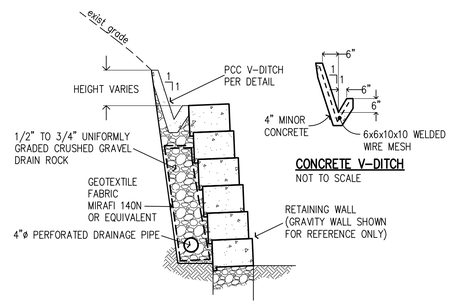


Modified Fire Truck Turnaround Diagram
scale: 1"=10'

Note:
Signs to be provided:

1. at Reservoir Street indicating the turn around is onsite.
2. at turnaround indicating the turnaround location and no parking in the turnaround.





CONCRETE V–DITCH
NOT TO SCALE

CONCRETE–LINED DITCH AT BACK OF RETAINING WALL
NO SCALE

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER ★ VINNIE MUSY-VERDEL ★ NO. 69278 EXP. 6-30- CIVIL ★ STATE OF CALIFORNIA

DATE: APRIL 28, 2025
SCALE: 1"=5'
DESIGN: AM
DRAWN: TM
CHECK: XX
ENGR: AM
PROJECT NO.: 23067

PLAN FOR THE IMPROVEMENT OF
LANDS OF AGAHIAN - 45 RESERVOIR DRIVE
APN 529-33-054
CROSS SECTIONS & DETAILS
ARCHITECTURAL & SITE APPLICATION NO. S-22-048
PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI
EST. 1980
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7681 EIGLEBERRY STREET - GILROY - 95020 - CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

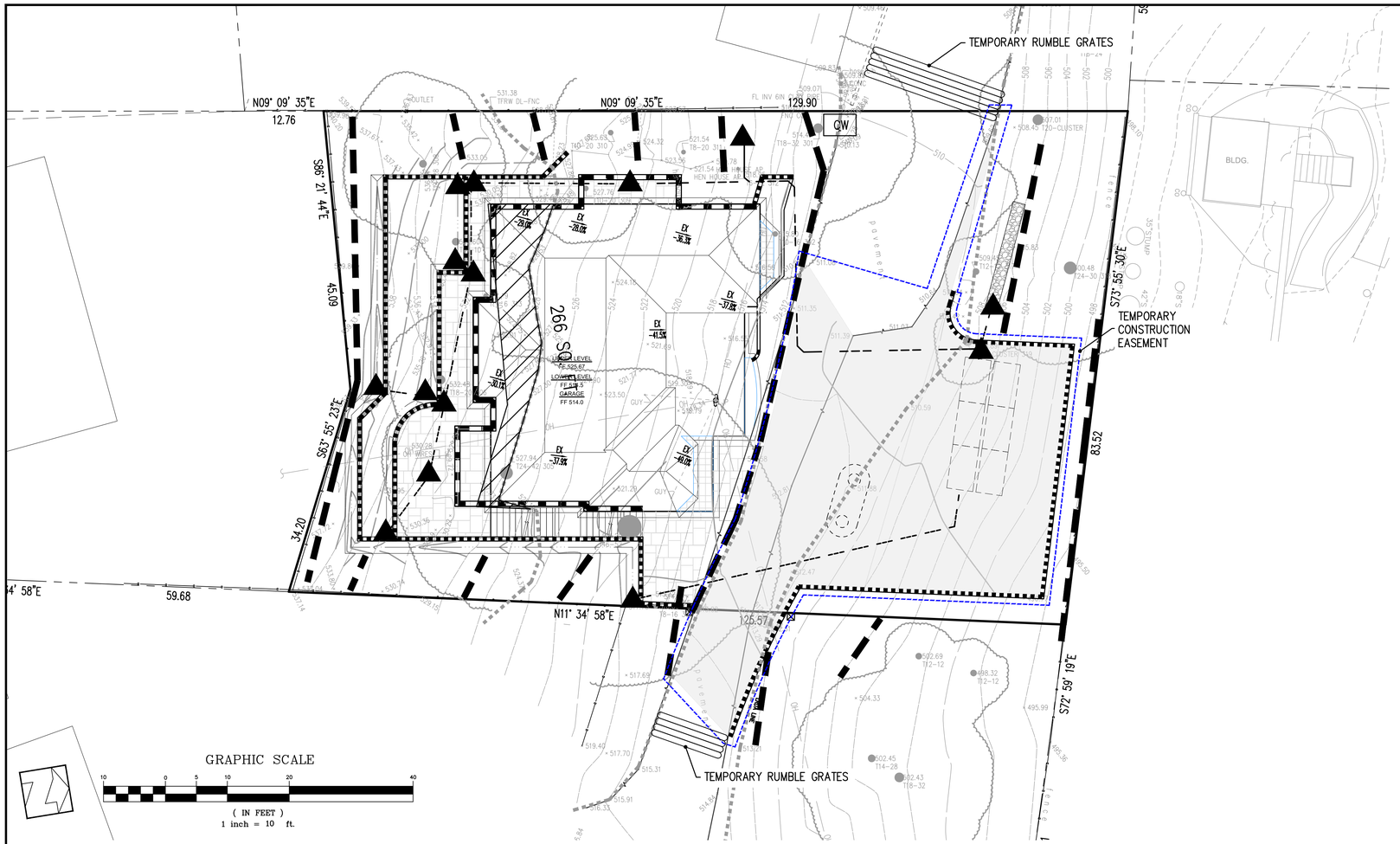
DATE	BY	REVISIONS

SHEET 7 OF 8

JOB NO. 23067

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.



GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

EROSION CONTROL NOTES

1. EROSION CONTROL MEASURES SHALL BE EFFECTIVE FOR CONSTRUCTION DURING THE RAINY SEASON; OCTOBER 15 THROUGH APRIL 15.

2. 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.

3. A FIBER ROLL PER "FIBER ROLL 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.

4. 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.

5. 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 TOWN.

6. ALL AREAS OF BARE, TURNED OR DISTURBED EARTH SHALL BE STABILIZED BY USE OF HYDROSEED OR NON-VEGETATIVE STABILIZATION PER EC-16, 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 QSD. THE STORM DRAIN SYSTEM SHALL MAINTAIN A FORM OF DRAIN INLET PROTECTION UNTIL TOWN ACCEPTS THE FINAL STREET IMPROVEMENTS. THE DRAIN INLET PROTECTION SHALL BE MAINTAINED, EFFECTIVE AND SUBJECT TO TOWN ENGINEER'S APPROVAL.

7. 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.

8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT AND REPAIR ALL EROSION CONTROL FACILITIES AT THE END OF EACH DAY. 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 EFFIENCY. REMOVED SEDIMENT SHALL BE DISPOSED BY SPREADING ON SITE, WHERE IT WILL NOT MIGRATE.

9. IT IS THE RESPOSIBILITY OF THE CONTRACTOR TO PREVENT THE FORMATION OF AIRBORNE DUST NUISANCE AND SHALL BE RESPOSIBILE FOR ANY DAMAGE RESULTING FROM A FAILURE TO DO SO.

10. ALL DRAIN SWALES SHALL BE PER DETAIL EC-9.

11. INCOMPLETE GRADING SHALL NOT BE ALLOWED. CONTRATOR SHALL MAINATIN A DRAIN PATH AS SHOWN ON THIS PLAN. SAID DRAIN PATH SHALL BE MAINTAINED LINED 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 TOWN ENGINEER.

12. IF THESE EROSION CONTROL MEASURE PROVE INADEQUATE, STRAW MULCH, TACKIFIER, AND ADDITIONAL HYDROSEEDING MAY BE REQUIRED.

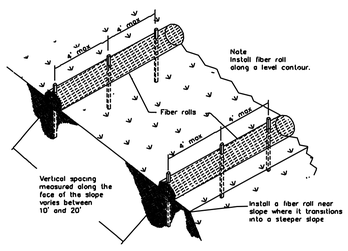
HYDROSEED TABLE

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

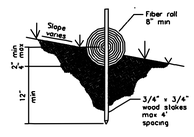
LEGEND

- FIBER ROLL BARRIER PER DETAIL SE-5
- STORM DRAIN INLET PROTECTION PER DETAIL SE-10
- CW CONCRETE WASHOUT AREA

SE-5 Fiber Rolls

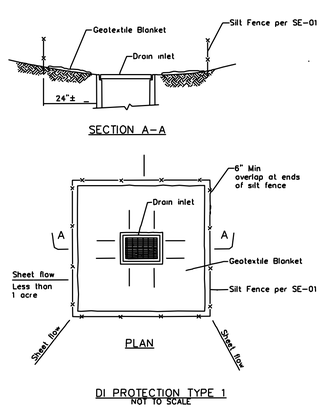


TYPICAL FIBER ROLL INSTALLATION
N.T.S



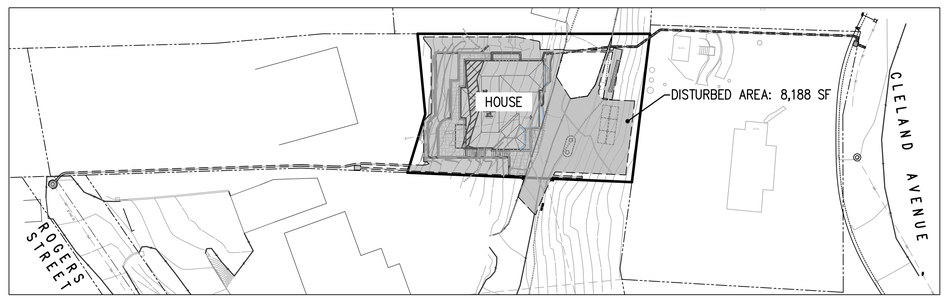
ENTRENCHMENT DETAIL
N.T.S.

SE-10 Storm Drain Inlet Protection



DI PROTECTION TYPE 1
NOT TO SCALE

NOTES
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 with concentrated flows.



GRAPHIC SCALE

40 0 40 40 80 160

(IN FEET)
1 inch = 40 ft.

REGISTERED PROFESSIONAL ENGINEER * MARINA VINNIK-VERDEL * NO. 69278 EXP. 6-30- CIVIL * STATE OF CALIFORNIA

DATE:	APRIL 28, 2025
SCALE:	AS SHOWN
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	AM
PROJECT NO.:	23067

PLAN FOR THE IMPROVEMENT OF

LANDS OF AGAHIAN - 45 RESERVOIR DRIVE

APN 529-33-054

EROSION CONTROL PLAN

ARCHITECTURAL & SITE APPLICATION NO. S-22-048

PARKS AND PUBLIC WORKS DEPARTMENT

TOWN OF LOS GATOS

HANNA-BRUNETTI
EST 1993
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET - GILROY - 95020 - CALIFORNIA
OFFICE (408) 842-2173
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

DATE	BY	REVISIONS

SHEET 8 OF 8

JOB NO. 23067

REV.: DEC. 2015

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 06/11/2025

ITEM NO: 2

DESK ITEM

DATE: June 11, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.

REMARKS:

In response to questions received from Commissioners prior to the meeting, staff offers the following remarks and additional information:

The Planning Commission's review of the application is not limited to the direction provided by the Town Council to the applicant. The Town Council granted the appeal of the decision of the Planning Commission, remanding the application back to the Planning Commission to be considered de novo. The Planning Commission should consider the merits of the entire project and whether the applicant responded adequately to the Council's direction.

The Floor Area Comparison table on the following page includes additional columns providing a summary of the change between the original and revised proposals expressed in square footage and percentage.

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Community Development Director

Floor Area Comparison								
	Original Proposal			**Revised Proposal**				
	Non-Exempt Floor Area*	**Exempt Floor Area**	**Total**	**Non-Exempt Floor Area***	**Exempt Floor Area**	**Total**	**SF Change**	**% Change**
Lower Floor	313	1,287	1,600	321	1,135	1,456	-144	-9.0%
Main Floor	1,327	0	1,327	1,272	0	1,272	-100	-7.5%
Garage Floor	163+63	338	564	147+75	352	574	+10	+1.8%
Total	1,866	1,625	3,491	1,815	1,487	3,302	-189	-5.4%
ADU	516	0	516	461	0	461	-55	-10.7%
* Non-Exempt Floor Area includes above grade square footage and portions of below grade square footage projecting beyond the enclosed building footprint above.								

The following Lot Coverage Comparison table provides an evaluation of the change in the projects lot coverage from the original proposal to the revised proposal.

Lot Coverage Comparison				
	Original Proposal	**Revised Proposal**	**Change (SF)**	**Change (%)**
Residence + Garage + ADU	2,195	2,057	-138	-6.2%
Patios + Balconies (Outside residence footprint)	148	118	-30	-20.2%
TOTAL	2,343	2,175	-168	-7.2%

TOWN OF LOS GATOS

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
(408) 354-6872 Fax (408) 354-7593

CIVIC CENTER
110 E. MAIN STREET
LOS GATOS, CA 95030

June 12, 2025

Gary Kohlsaat
51 University Avenue, Suite L
Los Gatos, CA 95030
Via Email

RE: **45 Reservoir Road**
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.
Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

At its meeting of June 11, 2025, the Town of Los Gatos Planning Commission approved the above referenced application subject to the attached draft conditions of approval.

The attached conditions of approval will not be final until the Planning Commission has approved the June 11, 2025, meeting minutes at their next meeting, confirming any additional or modified conditions of approval for the project in the underlined font. You will be notified in writing once the Planning Commission has approved the minutes.

PLEASE NOTE: Pursuant to Section 29.20.275 of the Town Code, this approval may be appealed to the Town Council within 10 days of the date the approval is granted. Therefore, this action for approval should not be considered final, and no permits by the Town will be issued until the appeal period has passed.

If you have any questions, I can be contacted by email at smullin@losgatosca.gov.

Best regards,

Sean Mullin, AICP
Planning Manager

Cc: Farnaz Agahian, via email

PLANNING COMMISSION – *June 11, 2025*
CONDITIONS OF APPROVAL

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, DRC, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.

DRAFT

9. LANDSCAPE SPECIES: Revise all landscape species to be consistent with the Hillside Development Standards and Guidelines.
10. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.
11. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
12. STORY POLES/PROJECT IDENTIFICATION SIGNAGE: Story poles and/or project identification signage on the project site shall be removed within 30 days of approval of the Architecture & Site application.
13. EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards & Guidelines.
14. DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards & Guidelines.
15. MAINTENANCE AGREEMENT: Following the issuance of a certificate of occupancy, the property owner shall execute a five-year maintenance agreement with the Town that the property owner agrees to protect and maintain the trees shown to remain on the approved plans, trees planted as part of the tree replacement requirements, and guarantees that said trees will always be in a healthy condition during the term of the maintenance agreement.
16. TREE DEED RESTRICTION: Prior to issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that identifies the on-site trees that were used to provide screening in the visibility analysis and requires their replacement if they die or are removed.
17. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If

DRAFT

the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

18. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.

    If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

    If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

    a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.

b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

19. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.
    b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.
    c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.
    d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.
20. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.

DRAFT

a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.
b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.
c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

   Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

21. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded

basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

22. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

23. PERMITS REQUIRED: A Building Permit is required for the construction of the new single-family residence and attached garage. An additional Building Permit will be required for the PV System that is required by the California Energy Code.
24. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12, including locally adopted Reach Codes.
25. CONDITIONS OF APPROVAL: The Conditions of Approval must be blue lined in full on the cover sheet of the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
26. BUILDING & SUITE NUMBERS: Submit requests for new building addresses to the Building Division prior to submitting for the building permit application process.
27. SIZE OF PLANS: Minimum size 24" x 36", maximum size 30" x 42".
28. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.
29. SHORING: Shoring plans and calculations will be required for all excavations which exceed five (5) feet in depth, or which remove lateral support from any existing building, adjacent property, or the public right-of-way. Shoring plans and calculations shall be prepared by a California licensed engineer and shall confirm to the Cal/OSHA regulations.
30. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation

DRAFT

c. Foundation corner locations
d. Retaining wall(s) locations and elevations

31. TITLE 24 ENERGY COMPLIANCE: All required California Title 24 Energy Compliance Forms must be blue-lined (sticky-backed), i.e., directly printed, onto a plan sheet.
32. TOWN RESIDENTIAL ACCESSIBILITY STANDARDS: New residential units shall be designed with adaptability features for single-family residences per Town Resolution 1994-61:
    a. Wood backing (2" x 8" minimum) shall be provided in all bathroom walls, at water closets, showers, and bathtubs, located 34 inches from the floor to the center of the backing, suitable for the installation of grab bars if needed in the future.
    b. All passage doors shall be at least 32-inch-wide doors on the accessible floor level.
    c. The primary entrance door shall be a 36-inch-wide door including a 5'x 5' level landing, no more than 1 inch out of plane with the immediate interior floor level and with an 18-inch clearance at interior strike edge.
    d. A door buzzer, bell or chime shall be hard wired at primary entrance.
33. BACKWATER VALVE: The scope of this project may require the installation of a sanitary sewer backwater valve per Town Ordinance 6.50.025. Please provide information on the plans if a backwater valve is required and the location of the installation. The Town of Los Gatos Ordinance and West Valley Sanitation District (WVSD) requires backwater valves on drainage piping serving fixtures that have flood level rims less than 12 inches above the elevation of the next upstream manhole.
34. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
35. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2019 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
36. PROVIDE DEFENSIBLE SPACE/FIRE BREAK LANDSCAPING PLAN: Prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
37. PRIOR TO FINAL INSPECTION: Provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.
38. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
39. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be part of the plan submittal as the second page. The specification sheet is available online at www.losgatosca.gov/building.
40. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:

DRAFT

a. Community Development – Planning Division: (408) 354-6874
b. Engineering/Parks & Public Works Department: (408) 399-5771
c. Santa Clara County Fire Department: (408) 378-4010
d. West Valley Sanitation District: (408) 378-2407
e. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS & PUBLIC WORKS:

Engineering Division

41. GENERAL: All public improvements shall be made according to the latest adopted Town Standard Plans, Standard Specifications and Engineering Design Standards. All work shall conform to the applicable Town ordinances. The adjacent public right-of-way shall be kept clear of all job-related mud, silt, concrete, dirt and other construction debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless an encroachment permit is issued by the Engineering Division of the Parks and Public Works Department. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the issuance of correction notices, citations, or stop work orders and the Town performing the required maintenance at the Owner's expense.
42. PAYMENT OPTIONS:
    a. All payments regarding fees and deposits can be mailed to:
    Town of Los Gatos PPW – Attn: Engineering Dept
    41 Miles Avenue
    Los Gatos, CA 95030

    Or hand deliver/drop off payment in engineering lock box
    Checks made out to **"Town of Los Gatos"** and should mention **address and application number** on memo/note line.
43. APPROVAL: This application shall be completed in accordance with all the conditions of approval listed below and in substantial compliance with the latest reviewed and approved development plans. Any changes or modifications to the approved plans or conditions of approvals shall be approved by the Town Engineer.
44. CONSTRUCTION PLAN REQUIREMENTS: Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website.
45. CHANGE OF OCCUPANCY: Prior to initial occupancy and any subsequent change in use or occupancy of any non-residential condominium space, the buyer or the new or existing occupant shall apply to the Community Development Department and obtain approval for use determination and building permit and obtain inspection approval for any necessary work to establish the use and/or occupancy consistent with that intended.
46. GENERAL LIABILITY INSURANCE: The property owner shall provide proof of insurance to

DRAFT

the Town on a yearly basis. In addition to general coverage, the policy must cover all elements encroaching into the Town's right-of-way.

47. PUBLIC WORKS INSPECTIONS: The Owner, Applicant and/or Developer or their representative shall notify the Engineering Inspector at least twenty-four (24) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all work in the Town's right-of-way. Failure to do so will result in penalties and rejection of any work that occurred without inspection.
48. RESTORATION OF PUBLIC IMPROVEMENTS: The Owner, Applicant and/or Developer or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner, Applicant and/or Developer or their representative's operations. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired and replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed, therefore. Existing improvement to be repaired or replaced shall be at the direction of the Engineering Construction Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the Engineering Construction Inspector shall be completed before the issuance of a certificate of occupancy. The Owner, Applicant and/or Developer or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.
49. PLAN CHECK FEES: Plan check fees associated with the Grading Permit shall be deposited with the Engineering Division of the Parks and Public Works Department prior to the commencement of plan check review.
50. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
51. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of permits or recordation of maps.
52. DESIGN CHANGES: Any proposed changes to the approved plans shall be subject to the approval of the Town prior to the commencement of any and all altered work. The Owner's project engineer shall notify, in writing, the Town Engineer at least seventy-two (72) hours in advance of all the proposed changes. Any approved changes shall be incorporated into the final "as-built" plans.
53. PLANS AND STUDIES: All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California and submitted to the Town Engineer for review and approval. Additionally, any post-project traffic or parking counts, or other studies imposed by the Planning Commission or Town Council shall be funded by the Owner, Applicant and/or Developer.
54. GRADING PERMIT DETERMINATION DURING CONSTRUCTION DRAWINGS: In the event that, during the production of construction drawings and/or during construction of the plans approved with this application by the Town of Los Gatos, it is determined that a grading permit would be required as described in Chapter 12, Article II (Grading Permit) of

the Town Code of the Town of Los Gatos, an Architecture and Site Application would need to be submitted by the Owner for review and approval by the Development Review Committee prior to applying for a grading permit.

55. ILLEGAL GRADING: Per the Town's Comprehensive Fee Schedule, applications for work unlawfully completed shall be charged double the current fee. As a result, the required grading permit fees associated with an application for grading will be charged accordingly.
    a. DUST CONTROL: Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three (3) times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets shall be cleaned by street sweepers or by hand as often as deemed necessary by the Town Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one (1) late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Town. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed twenty (20) miles per hour (MPH). All trucks hauling soil, sand, or other loose debris shall be covered.
56. CONSTRUCTION ACTIVITIES: All construction shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinance, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
57. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris SHALL NOT be washed into the Town's storm drains.
58. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
59. GOOD HOUSEKEEPING: Good housekeeping practices shall be observed at all times during the course of construction. All construction shall be diligently supervised by a person, or persons authorized to do so at all times during working hours. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in penalties and/or the Town performing the required maintenance at the Owner's expense
60. SITE DESIGN MEASURES: This project shall incorporate at least one of the following measures:
    a. Protect sensitive areas and minimize changes to the natural topography.
    b. Minimize impervious surface areas.
    c. Direct roof downspouts to vegetated areas.

DRAFT

d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
e. Use landscaping to treat stormwater.

61. CONSTRUCTION HOURS: All subdivision improvements and site improvements construction activities, including the delivery of construction materials, labors, heavy equipment, supplies, etc., shall be limited to the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays. The Town may authorize, on a case-by-case basis, alternate construction hours. The Owner, Applicant and/or Developer shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
62. CONSTRUCTION NOISE: Between the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet from the source. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.
63. SANITARY SEWER CLEANOUT: Sanitary sewer cleanouts shall be relocated within the property in question.
64. PRECONSTRUCTION MEETING: Prior to issuance of any grading or building permits or the commencement of any site work, the general contractor shall:
    a. Along with the Owner, Applicant and/or Developer, attend a pre-construction meeting with the Town Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters.
    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them as well prior to commencing any work, and that a copy of the project conditions of approval will be posted on-site at all times during construction.
65. CONSTRUCTION VEHICLE PARKING: Construction vehicle parking within the public right-of- way will only be allowed if it does not cause access or safety problems as determined by the Town.
66. STREET/SIDEWALK CLOSURE: Any proposed blockage or partial closure of the street and/or sidewalk requires an encroachment permit. Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.
67. GRADING PERMIT: A grading permit is required for all site grading and drainage work except for exemptions listed in Section 12.20.015 of The Code of the Town of Los Gatos (Grading Ordinance). Grading work taking place either simultaneously, on-site is considered eligible for the grading permit process and could be counted toward quantities, depending on permit status. After the preceding Architecture and Site Application has been approved by the respective deciding body and the appeal period has passed, the grading permit application with grading plans and associated required materials shall be submitted via email to the PPW engineer assigned to the A&S review. Plan check fees (determined after initial submittal) shall be sent to the Engineering Division of the Parks and Public Works

DRAFT

Department located at 41 Miles Avenue. The grading plans shall include topographic map/existing conditions, final grading, drainage, retaining wall location(s), driveway, utility sheet and erosion control. Grading plans shall list earthwork quantities and a table of existing and proposed impervious areas. Unless specifically allowed by the Director of Parks and Public Works, the grading permit will be issued concurrently with the building permit. The grading permit is for work outside the building footprint(s). Prior to Engineering signing off and closing out on the issued grading permit, the Owner's soils engineer shall verify, with a stamped and signed letter, that the grading activities were completed per plans and per the requirements as noted in the soils report. A separate building permit, issued by the Building Department, located at 110 E. Main Street, is needed for grading within the building footprint.

68. SECURITY OF PERFORMANCE: Prior to approval of the grading permit, the applicant shall provide security for the performance of the work described and delineated on the approved grading plans. The form of security shall be one (1) or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney
    a. Bond or bonds issued by one (1) or more duly authorized corporate sureties on a form approved by the Town.
    b. Deposit, with the Town, money, negotiable bonds of the kind approved for securing deposits of public monies, or other instrument of credit from one (1) or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment.
69. GRADING ACTIVITY RESTRICTIONS: Upon receipt of a grading permit, any and all grading activities and operations shall not occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15).
70. CONSTRUCTION EASEMENT: Prior to the issuance of a grading or building permit, it shall be the sole responsibility of the Owner, Applicant and/or Developer to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed. Proof of agreement/approval is required prior to the issuance of any Permit.
71. DRAINAGE STUDY: Prior to the issuance of any grading or building permits, the following drainage studies shall be submitted to and approved by the Town Engineer: a drainage study of the project including diversions, off-site areas that drain onto and/or through the project, and justification of any diversions; a drainage study evidencing that the proposed drainage patterns will not overload the existing storm drain facilities; and detailed drainage studies indicating how the project grading, in conjunction with the drainage conveyance systems (including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding) will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood.
72. DRAINAGE IMPROVEMENT: Prior to the issuance of any grading permits, the Owner, Applicant and/or Developer shall: a) design provisions for surface drainage; and b) design all necessary storm drain facilities extending to a satisfactory point of disposal for the

proper control and disposal of storm runoff; and c) provide a recorded copy of any required easements to the Town.

73. TREE REMOVAL: Copies of all necessary tree removal permits shall be provided prior to the issuance of a building permit. An arborist report may be necessary.
74. SURVEYING CONTROLS: Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer qualified to practice land surveying, for the following items:
    a. Retaining wall: top of wall elevations and locations.
    b. Toe and top of cut and fill slopes.
75. RETAINING WALLS: A building permit, issued by the Building Department, located at 110 E. Main Street, may be required for site retaining walls. Walls are not approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
76. PROXIMITY OF RETAINING WALLS TO ADJACENT BUILDINGS: Prior to the issuance of a grading or building permit, structural details for the proposed retaining walls located immediately adjacent to or in the immediate vicinity of existing buildings on adjoining lots shall be submitted confirming that said walls will not negatively affect the structural integrity of these buildings.
77. WEST VALLEY SANITATION DISTRICT: All sewer connection and treatment plant capacity fees shall be paid either immediately prior to the issuance of a sewer connection permit. Written confirmation of payment of these fees shall be provided prior to issuance of the Grading Permit.
78. GEOLOGY AND SOILS MITIGATION MEASURE: A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. All recommendations of the investigation shall be incorporated into project plans.
79. GEOTECHNICAL/GEOLOGICAL ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner’s soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing shall be documented in an “as-built” letter/report prepared by the Owner’s soils engineer and submitted to the Town before a certificate of occupancy is granted.
80. FENCES: Fences between all adjacent parcels will need to be located on the property lines/boundary lines. Any existing fences that encroach into the neighbor’s property will need to be removed and replaced to the correct location of the boundary lines before a Certificate of Occupancy for any new building can be issued. Waiver of this condition will require signed and notarized letters from all affected neighbors.
81. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of any building or grading permit, the Owner shall pay the project's proportional share of transportation improvements

DRAFT

needed to serve cumulative development within the Town of Los Gatos. The fee amount will be based upon the Town Council resolution in effect at the time the building permit is issued.

82. PRECONSTRUCTION PAVEMENT SURVEY: Prior to issuance of any grading or building permit, the Owner, Applicant and/or Developer shall complete a pavement condition survey documenting the extent of existing pavement defects using a smartphone video (in Landscape orientation only) or digital video camera. The survey shall extend the length of Reservoir Road and the connecting private access driveway. The results shall be documented in a report and submitted to the Town for review.
83. POSTCONSTRUCTION PAVEMENT SURVEY: The Owner, Applicant and/or Developer shall complete a pavement condition survey covering the same sections of roads documented in the Preconstruction Pavement Survey to determine whether road damage occurred as a result of project construction and whether there were changes in pavement strength. Rehabilitation improvements required to restore the pavement to pre-construction condition. The results shall be documented in a report and submitted to the Town for review and approval before a Certificate of Occupancy for any new building can be issued. The Owner, Applicant and/or Developer shall be responsible for completing any required road repairs prior to release of the faithful performance bond.
84. ON-SITE/OFF-SITE PARKING: Parking spaces shall be paved with a compacted base not less than four (4) inches thick, surfaced with asphaltic concrete or Portland cement concrete pavement or other surfacing (e.g.: permeable paving materials, interlocking pavers and ribbon strip driveways) approved by the Town Engineer.
85. TRAFFIC CONTROL PLAN: If a traffic control plan is required, it must be submitted and approved by the Town Engineer prior to the issuance of an encroachment, grading or building permit. This plan shall include, but not be limited to, the following measures:
    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, special events, and other projects in the area. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.
    b. Flag persons shall be placed at locations necessary to control one-way traffic flow. All flag persons shall have the capability of communicating with each other to coordinate the operation.
    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation.
86. HAULING OF SOIL: Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Director of Parks and Public Works. Prior to the issuance of a grading or building permit, the Owner and/or Applicant or their representative shall work with the Town Building Department and Engineering Division Inspectors to devise a traffic control plan to ensure safe and efficient traffic flow under periods when soil is hauled on or off the project site. This may include but is not limited to provisions for the Owner and/or Applicant to place construction notification signs noting the dates and time of construction and hauling activities or providing additional traffic

DRAFT

control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand, and other loose debris.

87. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any grading or building permits, the Owner and/or Applicant's design consultant shall submit a construction management plan sheet (full-size) within the plan set that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, materials storage area(s), construction trailer(s), concrete washout(s) and proposed portable restroom locations. Please refer to the Town's Construction Management Plan Guidelines document for additional information.
88. SHARED PRIVATE STREET: The private street accessing the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
89. EMERGENCY VEHICLE ACCESS: The Emergency Vehicle Access Easement (EVAE) that traverses the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
90. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any grading or building permits, the Owner, Applicant and/or Developer shall coordinate with the Santa Clara County Fire Department to ensure that any proposed modifications to the Emergency Vehicle Access Easement that traverses the Project Site are curvilinear, allows for the Department's equipment to travel across said easement, and meets all Department specifications. Plans shall be submitted to the Santa Clara County Fire Department for approval prior to construction.
91. WVSD (West Valley Sanitation District): Sanitary sewer laterals are televised by West Valley Sanitation District and approved by the Town of Los Gatos before they are used. A Sanitary Sewer Clean-out is required at the property line, within one (1) foot of the property line, or at a location specified by the Town.
92. SANITARY SEWER BACKWATER VALVE: Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Building Official. The Town shall not incur any liability or responsibility for damage resulting from a sewer overflow where the property owner or other person has failed to install a backwater valve as defined in the Uniform Plumbing Code adopted by the Town and maintain such device in a functional operation condition.

    Evidence of West Sanitation District's decision on whether a backwater device is needed shall be provided prior to the issuance of a building permit.
93. RELOCATION OF TRASH AND RECYCLING COLLECTION LOCATION: Prior to the issuance of any permits, an approval letter from West Valley Collection & Recycling accepting the

trash and recycling collection locations shall be provided to the Town.

94. BEST MANAGEMENT PRACTICES (BMPs): The Owner, Applicant and/or Developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Best Management Practices (BMPs) shall be maintained and be placed for all areas that have been graded or disturbed and for all material, equipment and/or operations that need protection. Removal of BMPs (temporary removal during construction activities) shall be replaced at the end of each working day. Failure to comply with the construction BMP will result in the issuance of correction notices, citations, or stop work orders.
95. INFILTRATION TRENCHES: The following requirements apply to the proposed infiltration trenches:
    a. Prior to completion of the Final Stormwater Control Plan, a geotechnical engineer shall review the design of the infiltration trenches and retaining walls along the portion of the road within the property boundary and determine whether additional structural supports are needed to ensure stability of the road and the adjacent hillside during the wet season.
    b. The assumed infiltration rate shall be verified with actual site-specific soils data prior to the Final Stormwater Control Plan for the development. If the infiltration rate is lower, a hydrologic analysis shall be conducted to ensure that the proposed trench sizes are adequate.
    c. The infiltration trench shall be protected from sediment generated during construction of homes on the lots. The proposed source control measures shall be indicated on the project plans.
    d. Maintenance of stormwater treatment and the infiltration trenches shall be the responsibility of the property owner and/or future property owners.
96. UNLAWFUL DISCHARGES: It is unlawful to discharge any wastewater or cause hazardous domestic waste materials to be deposited in such a manner or location as to constitute a threatened discharge, into storm drains, gutters, creeks or the San Francisco Bay. Unlawful discharges to storm drains include, but are not limited to: discharges from toilets, sinks, industrial processes, cooling systems, boilers, fabric cleaning, equipment cleaning, or vehicle cleaning.
97. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department during the grading permit application process. A maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping, shall be included. Interim erosion control method shall include, but are not limited to silt fences, fiber rolls (with locations and details), erosion control blankets,

    Town standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months.
98. AIR QUALITY: To limit the project's construction-related dust and criteria pollutant

emissions, the following the Bay Area Air Quality Management District (BAAQMD)-recommended basic construction measures shall be included in the project's grading plan, building plans, and contract specifications:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, or otherwise kept dust-free.
b. All haul trucks designated for removal of excavated soil and demolition debris from site shall be staged off-site until materials are ready for immediate loading and removal from site.
c. All haul trucks transporting soil, sand, debris, or other loose material off-site shall be covered.
d. As practicable, all haul trucks and other large construction equipment shall be staged in areas away from the adjacent residential homes.
e. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day, or as deemed appropriate by Town Engineer. The use of dry power sweeping is prohibited. An on-site track-out control device is also recommended to minimize mud and dirt-track-out onto adjacent public roads.
f. All vehicle speeds on unpaved surfaces shall be limited to fifteen (15) miles per hour.
g. All driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within forty-eight (48) hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. Please provide the BAAQMD's complaint number on the sign: 24-hour toll-free hotline at 1-800-334-ODOR (6367).
i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed twenty (20) miles per hour.
j. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

99. DETAILING OF STORMWATER MANAGEMENT FACILITIES: Prior to the issuance of any grading or building permits, all pertinent details of any and all proposed stormwater management facilities, including, but not limited to, ditches, swales, pipes, bubble-ups, dry wells, outfalls, infiltration trenches, detention basins and energy dissipaters, shall be provided on submitted grading and drainage plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
100. WATER FEATURES: New swimming pools, hot tubs, spas and/or fountains shall have a connection to the sanitary sewer system, subject to West Valley Sanitation District's authority and standards, to facilitate draining events. Discharges from these feature(s) shall be directed to the sanitary sewer and are not allowed into the storm drain system.
101. SITE DRAINAGE: Rainwater leaders shall be discharged to splash blocks. On-site drainage

DRAFT

systems for all projects shall include one of the alternatives included in section C.3.i of the Municipal Regional NPDES Permit. These include storm water reuse via cisterns or rain barrels, directing runoff from impervious surfaces to vegetated areas and use of permeable surfaces. If stormwater treatment facilities are to be used, they shall be placed a minimum of ten (10) feet from the adjacent property line and/or right-of-way. Alternatively, the facility(ies) may be located with an offset between 5 and 10 feet from the adjacent property and/or right-of-way line(s) if the responsible engineer in charge provides a stamped and signed letter that addresses infiltration and states how facilities, improvements and infrastructure will not adversely affect the adjacent property. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

102. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
103. NOTE: The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to "…adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. Where a conflict exists between local & 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08. All comments below that result from PRC 4290 are identified by **.
104. **WIDTH: (a) All roads shall be constructed to provide a minimum of two ten (10) foot traffic lanes, not including shoulder and striping. These traffic lanes shall provide for two-way traffic flow to support emergency vehicle and civilian egress, unless other standards are provided in this article or additional requirements are mandated by local jurisdictions or local subdivision requirements. Vertical clearances shall conform to the requirements in California Vehicle Code section 35250. (b) All one-way roads shall be constructed to provide a minimum of one twelve (12) foot traffic lane, not including shoulders. The local jurisdiction may approve one-way roads. (1) All one-way roads shall, at both ends, connect to a road with two traffic lanes providing for travel in different directions, and shall provide access to an area currently zoned for no more than ten (10) residential units. (2) In no case shall a one-way road exceed 2,640 feet in length. A turnout shall be placed and constructed at approximately the midpoint of each one-way road. (c) All driveways

shall be constructed to provide a minimum of one (1) ten (10) foot traffic lane, fourteen (14) feet unobstructed horizontal clearance, and unobstructed vertical clearance of thirteen feet, six inches (13' 6”). California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2 Articles 1-5, § 1273.01.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

105. **ROAD SURFACES: (a) Roads shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds and provide an aggregate base. (b) Driveways and road and driveway structures shall be designed and maintained to support at least 40,000 pounds. (c) Project proponent shall provide engineering specifications to support design, if requested by the local authority having jurisdiction. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.02.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
106. **GRADES: (a) At no point shall the grade for all roads and driveways exceed 16 percent. (b) The grade may exceed 16%, not to exceed 20%, with approval from the local authority having jurisdiction and with mitigations to provide for same practical effect. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.03.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
107. **RADIUS: (a) No road or road structure shall have a horizontal inside radius of curvature of less than fifty (50) feet. An additional surface width of four (4) feet shall be added to curves of 50-100 feet radius; two (2) feet to those from 100-200 feet. (b) The length of vertical curves in roadways, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall be not less than one hundred (100) feet. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.04.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
108. **TURNAROUND: (As noted on sheet A-4 and sheet 4) (a) Turnarounds are required on driveways and dead- end roads. (b) The minimum turning radius for a turnaround shall be forty (40) feet, not including parking, in accordance with the figures in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is used instead, the top of the “T” shall be a minimum of sixty (60) feet in length.(c) Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart. (d) A turnaround shall be provided on driveways over 300 feet in length and shall be within fifty (50) feet of the building.(d) Each dead-end road shall have a turnaround constructed at its terminus. Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot intervals.(e) Figure A. Turnarounds on roads with two ten-foot traffic lanes. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.05.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

109. PRC 4290 REQUEST FOR EXCEPTION CONDITIONS OF APPROVAL:
    a. A copy of the Alternate Means/Methods application form including approval signature, exhibits, and these comments shall be made part of the building permit drawing set, to be routed to Santa Clara County Fire Department for final approval.
    b. Sign(s) to be provided:
        - At Reservoir St indicating the turnaround is onsite.
        - At turnaround indicating the turnaround location and no parking in the turn around.
    c. Language and location of these signs to be provided on building permit drawings, and approved prior to building permit issuance.
110. FIRE SPRINKLERS REQUIRED: (As Noted on Sheet A1) Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.
111. REQUIRED FIRE FLOW: (Letter received) The minimum require fireflow for this project is 875 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.3]
112. FIRE DEPARTMENT (ENGINE) DRIVEWAY TURNAROUND REQUIRED: (As noted on sheet A-4 and sheet 4) Provide an approved fire department engine driveway turnaround with a minimum radius of 36 feet outside and 23 feet inside. Maximum grade in any direction shall be a maximum of 5%. Installations shall conform with Fire Department Standard Details and Specifications D-1. CFC Sec. 503.
    -Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
113. WILDLAND-URBAN INTERFACE: This project is located within the designated Wildland-Urban Interface Fire Area. The building construction shall comply with the provisions of California Building Code (CBC) Chapter 7A. Note that vegetation clearance shall be in compliance with CBC Section 701A.3.2.4 prior to project final approval. Check with the Planning Department for related landscape plan requirements.
114. WATER SUPPLY REQUIREMENTs: (As Noted on Sheet A1) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2019 CFC Sec. 903.3.5 and Health and Safety Code 13114.7.

DRAFT

115. ADDRESS IDENTIFICATION: (As Noted on Sheet A1) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1.
116. CONSTRUCTION SITE FIRE SAFETY: (As Noted on Sheet A1) All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.
117. EMERGENCY GATE/ACCESS GATE REQUIREMENTS: (As Noted on Sheet A1) Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. If the gates are operated electrically, an approved Knox key switch shall be installed; if they are operated manually, then an approved Knox padlock shall be installed.
118. GENERAL: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance [CFC, Ch.1, 105.3.6].

DRAFT

A P P E A R A N C E S:

Los Gatos Planning Commissioners:	Emily Thomas, Chair Kendra Burch, Vice Chair Jeffrey Barnett Steve Raspe Joseph Sordi Rob Stump
Town Manager:	Chris Constantin
Community Development Director:	Joel Paulson
Town Attorney:	Gabrielle Whelan
Transcribed by:	Vicki L. Blandin (619) 541-3405

P R O C E E D I N G S:

CHAIR THOMAS: We will now move on to the public hearings, starting with Item 2. Item 2 is to consider a request for approval to construct a new single-family residence with a reduced rear yard setback, site improvements requiring a Grading Permit, and removal of large, protected trees on a nonconforming vacant property zoned R-1:20 located at 45 Reservoir Road. APN 529-33-054, Architecture and Site Application S-22-048. Categorically exempt pursuant to CEQA Guidelines Section 15303: New Construction. Property owner is Farnaz Agahian, and the Applicant is Gary Kohlsaat, Architect, and our project planner for this is Mr. Mullin.

Before we have the Staff Report, can I have a show of hands of Commissioners who have visited the property, please? Then are there any disclosures or recusals?

COMMISSIONER BURNETT: Yes, Chair. Thank you. In order to avoid the appearance of bias, having a friend that lives on Reservoir Road, I'll have to recuse myself from this item.

CHAIR THOMAS: Okay, thank you. Are you going to stick around, or are you going to skedaddle? Okay, perfect, then we will see you in two weeks. Are there any disclosures? Yes, Commissioner Sordi.

COMMISSIONER SORDI: Yes, I probably want to mention I wasn't here on the Commission for… I think it was heard once by the Planning Commission, then it went on to Council and was remanded back, but I have reviewed those hearings, the minutes, and closely watched the video, so I'm familiar with the project and all the actions taken. I did visit the site on Tuesday and started at Rogers Street, the end of the private road, and went all the way to the other end, so I have a pretty good sense of things.

CHAIR THOMAS: Thank you. Commissioner Stump.

COMMISSIONER STUMP: My only clarification would be that I visited the property in January. I did not do a revisit.

CHAIR THOMAS: Okay, thank you. I have a disclosure to make that I had an interaction with the Applicant after the last Planning Commission meeting, but we didn't talk about the application at all, and I didn't even know who she was at that point, but just wanted to disclose that.

So, Mr. Mullin, you will be presenting the Staff Report? Great, so let's hear that, please. Thank you.

SEAN MULLIN: Thank you, Chair, and good evening. Before you this evening is consideration of a request for construction of a new two-story residence with reduced rear setbacks at 45 Reservoir Road. The project site is located east of Reservoir Road and accessed via a private roadway that bisects the property and serves several lots between Reservoir Road and Rogers Street.

On January 8th the Planning Commission considered the application, including written and verbal public comments, and approved the request, and on January 17th the decision of the Commission was appealed to the Town Council. The Council considered the appeal on March 4th and granted the appeal, remanding the matter back to the Planning Commission with direction to the Applicant to reduce the building footprint in consideration of the Least Restrictive Development Area, or LRDA; reduce the volume and massing of the residence; and additionally, a request was made that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from the Town's standards would constitute a regulatory taking.

In response to the Town Council's direction, the Applicant has revised the project to eliminate the exception request to the side setbacks by reducing the width of the residence by 2.5' on the right side and from 1'-3' on the left side, reduce the size of the residence by 189 square feet, and reduce the extent of the front porch to pull it away from the private roadway.

The Applicant also provided an updated Letter of Justification discussing the changes to the project and addressing each of the requested exceptions.

Additionally, a brief discussion on the regulatory takings issue is included in your Staff Report, and the Town Attorney is on hand to answer any questions that you may have.

In summary of the revised application, the Applicant now proposes a 1,593 square-foot residence with an attached tandem garage in a traditional Mediterranean style. The residence includes 1,135 square feet of below-grade square footage and an attached ADU, and as mentioned previously, consistent with State law, the ADU is not the subject of this application.

Due to the constraints of the site and the desired architectural program, the project requires the following exceptions: from the Town Code the required 25'

rear setback, a driveway access road width configuration of the two off-street parking spaces, and the driveway depth; from the Hillside Development Standards and Guidelines, grading depths for 4' of cut, retaining wall heights that should not be taller than 5', buildings should be located within the LRDA; and finally, from the Hillside Specific Plan, the requirement for four guest parking spaces.

Staff recommends that should the Planning Commission determine that the revised project meets the direction provided by the Town Council and finds merit with the proposed project, the Commission can approve the project subject to the recommended Conditions of Approval included with your Staff Report.

Staff notes that a Desk Item was distributed ahead of tonight's meeting, and this concludes my presentation, and I'm happy to answer any questions.

CHAIR THOMAS: Okay, thank you. Are there any questions for Staff at this time? Seeing none, we'll now open the public portion of the public hearing on Item 2 and give the Applicant an opportunity to address the Commission for up to five minutes.

GARY KOHLSAAT: Good evening, everybody. I wanted to first thank everybody that looked at this project and sided with us, as well as the people that didn't, and their

comments that we got were very productive. As you are aware, we did not receive Council approval; the appeal was granted.

We met with Mr. Mullin after the meeting and tried to dissect and distill what went down, and I think that he summed it up very well, and we took that as our direction with this new application.

The majority of what we are asking tonight are exceptions, and it's pretty clear, as all of you realized at our first hearing, that most of these exceptions are going to happen whether the house is as big as it was before, or whether it is 800 square feet, so it is inevitable you're going to have four, if not five, of these exceptions for any project that is going to be on this lot. With that, I'd like to just focus on the ones that are maybe discretionary, if you would accept that term from me.

The LRDA is the obvious one, which is going to happen anywhere, but that is the big one, and the big reason for that is that the road takes up all of the LRDA. I just want to make it crystal clear that the road is not negotiable. The firetruck turnaround in nonnegotiable. We tried everything we can to reroute that road. It was brought up at the Council; could we think about rerouting the road? It's not possible.

What we're asking for is an exception to the rear setback, and as I explained previously, this lot is substandard, it's 50% of what an R-1:20 lot would be, and so if you apply the R-1:10 standards, it's a 20' rear setback. What we're asking for is less than 25', but more than 20', and it's in the rear, and partly it's because of the shape of the property that has a pinch to it, has a V to it, so it pinches our rear setback.

If you go to the third slide for me, please, Sean. The orange portion indicates that the area that we're asking for on this rear setback exception, you can see it's very minimal.

The next slide, please. This kind of tried to combine all the exceptions that we are asking for. It has the firetruck turnaround, which is the fill; the retaining wall for that is also there; we're out of the LRDA for the majority of the home; we are doing grading with a cut over 4' in the rear just to get the retaining walls and the dirt off of the house so we can have a little walkway that goes around the house; and we are also asking for an exception on the tandem garage.

We were not asking for that exception last time, but we realized that we could just go ahead and get the… We were asking for an exception on additional parking space,

so now we have the two parking spaces, but they are in tandem format. We have moved the house away from the road.

Our last slide, Sean, is the next one, is kind of a more graphic image that you can see how far away we pushed the house back; the entry and everything in doing that.

So, overall, I think that what we've done is we have reduced the massing, we have reduced the size, and we've reduced the excavation required for this home. We have taken to heart what the Council directed us to do, and we hope that you find these acceptable and supportable.

I'm here to answer any questions. I do want to add that we feel very strongly that putting a house on this property is a much safer and fire-resistant thing to do than to leave it vacant. There are trees that are not healthy, they're only going get worse. We're going to take all the unhealthy trees down. We're going to plant healthy trees with the new guidelines, and so this is a positive for the neighborhood, especially with the firetruck turnaround.

CHAIR THOMAS: Okay, thank you, Mr. Kohlsaat. Does any Commissioner have a question for the Applicant at this time? Yes, Commissioner Barnett.

COMMISSIONER BARNETT: Good afternoon, sir. Part of the Appellant's reaction to the proposal was in the planning plan that there was this fuchsia, which is a juniper type, and the concern was fire danger.

GARY KOHLSAAT: Yes. That has been switched out to a tree that is in the Town's standards, a native tree.

COMMISSIONER BARNETT: Okay, thank you.

GARY KOHLSAAT: Thank you for asking about that.

CHAIR THOMAS: Commissioner Sordi.

COMMISSIONER SORDI: Just a couple of clarifying questions. I think I heard to you say the rear setback is now 20'+, and correct me if I'm wrong, I thought when I was reading the plans prior it was something about 18.5', so did the rear setback change at all?

GARY KOHLSAAT: With my magnifying glass, we are asking for a rear setback of 19'-7" at the most extreme. The average is about 22'. Where the required setback in the R:1-20 is 25', but if you were to apply the R:1-10 setback standards, which is what we're doing, it would be 20'.

COMMISSIONER SORDI: Got it.

GARY KOHLSAAT: One of the reasons why we're asking for that exception is to push the house back as far as we can off of this road that's kind of given to us.

COMMISSIONER SORDI: Right, but it hasn't been pushed back any farther than it was when the Council saw it?

GARY KOHLSAAT: No, exactly. Correct.

COMMISSIONER SORDI: Then I think I heard you say also that the tandem configuration was not an exception before, but now is.

GARY KOHLSAAT: That's correct. We had 1-7/8. Now we have a full 40' of depth inside there to get the two cars. We were concerned about pushing into the rear setback with that, and when we talked it over with Mr. Mullin we all decided to let's just ask for a little bit more on the setback. And this is below ground, by the way; this is an area that's like in the basement, but it's pushing into the setback. So, what the exception is is that they're not side-by-side, they're tandem, but we have two parking spaces.

COMMISSIONER SORDI: Right, that's the only way you can get two complete parking spaces is tandem.

GARY KOHLSAAT: It's the only way we can get the two.

COMMISSIONER SORDI: Okay, thank you.

CHAIR THOMAS: Just to clarify, previously they were asking for an exception with regard to just having one parking spot, correct?

GARY KOHLSAAT: That's correct.

CHAIR THOMAS: Okay, thank you. Any other questions for the Applicant? Okay, thank you. We'll now take public comment on Item 2, so if you are on Zoom, you can raise your hand, and if you are in person, when I call your name please come up and speak into the microphone. Is there anyone on Zoom?

DIRECTOR PAULSON: No one's hand is raised currently.

CHAIR THOMAS: Okay, thank you. I do have a card for Lee Quintana.

LEE QUINTANA: I'd like to start by saying, first of all, I'm speaking as an individual resident, not as a member of the Historic Preservation Committee.

Secondly, I really believe that the resolution in the Staff Report did not really reflect the Town Council's discussion, and I hope that all of you have listened to that tape, because otherwise you probably don't have the full flavor of what they were thinking.

Having said that, I'm not going to concentrate on the setbacks or the exceptions, most of them, because this

is a bad site and some exceptions need to be made in order to allow development. However, this is an extremely constrained site. The maximum allowable square feet are 1,600, given all the constraints of the site, figuring out the FAR; that's for a site that doesn't have maximum constraints. This one has everything that would constrain the site, and so it would call for, naturally, a much smaller home not maximizing the FAR. It's been reduced a little bit, but not, I don't think, there are other things that can be done.

Mainly, I want to concentrate on the fact that Larry Cannon said that the mass and scale was not compatible with the neighborhood, but to fix it might require not just tweaks, but some changes, and I would like to propose a change that, I think, would address the concern of it not being set back far enough from the street without necessarily reducing a lot of square footage to the house itself, and that is drastically reduce the size of the outdoor foyer entrance or even push it into some of that round area around the staircase; and number two, reduce the size of the loggia, or at a minimum remove the roof from the loggia; that is what gives this house a more massive look. Without that covering, you would have from the street a much smaller profile of the house.

Let's see if I had anything else to say. I guess I don't.

CHAIR THOMAS: Thank you. Are there any questions? Commissioner Stump has a question for you.

COMMISSIONER STUMP: Obviously, either you did attend the Council meeting or watched the Council.

LEE QUINTANA: I listened to it. I tried to watch it while I was on my vacation. Unfortunately, I was in one of the few places in the United States where you couldn't get Internet.

COMMISSIONER STUMP: My question, you sort of bypassed setbacks. Obviously, the new project, or the updated project, will comply with side setbacks, but they're still asking for an exception for the rear setback. It sounds like you don't think that asking for compliance to that rear setback would have a beneficial effect on reducing the mass and scale of this property. Is that your conclusion?

LEE QUINTANA: You know, I'm of mixed feelings on that. It's such a small deviation that you could say it's so small, just grant it, or you could say it's so small you can fix it, so that's at your discretion. I think given that there are so many problems with this project with respect to asking for exceptions that we should try to get

as many into compliance as is reasonably possible. That's sort of a non-answer answer.

COMMISSIONER STUMP: Thank you.

CHAIR THOMAS: Commissioner Barnett and then Commissioner Sordi.

COMMISSIONER BARNETT: Good evening, and we always appreciate your comments, which are thoughtful. Can you provide me with a percentage of additional reduction of the house that would satisfy your concerns about scale and mass?

LEE QUINTANA: This isn't a very good example, but it is… Basically, for the massing, if you remove the roof from the loggia and you push back the outside entrance that looks like it's part of the mass of the house, you will reduce the visual mass of this house by quite a bit without having to totally redesign it. I'm sure there would be some repercussions in that, but I'm not an architect.

COMMISSIONER BARNETT: Can I ask a follow-up question?

CHAIR THOMAS: Yes.

COMMISSIONER BARNETT: What exactly troubles you about the mass and the size of the house? Is it it's not compatible with the neighborhood?

LEE QUINTANA: It's just what Larry Cannon said. He didn't feel that it was compatible with the neighborhood, and he said that the only way that he saw of fixing that was to do a major redesign. This is proposing something that wouldn't cause that to have to happen, that basically the house would stay the same, but it would be less massive from the driveway, more in line with how the other houses on that private road look from the driveway.

I would comment that the visual that the architect provided interestingly had the car on the middle of the road rather than on the… You know, if one was coming down the road, you would be on the other side of the road and you would be closer to the house. My suggestion would be moving the entrance back more than just 1.5'; it would be much more visible.

COMMISSIONER BARNETT: I see. Thank you for that response.

LEE QUINTANA: If I may, did you get that? I'm going to sneak this in. I thought it was interesting that in the packet there was this picture of the remainder of previous walls. This was of interest to me, being on the Historic Preservation Committee, because nothing was even discussed about that as to what was the previous building that was there that these walls were attached to.

CHAIR THOMAS: Are there any other questions? Commissioner Sordi.

COMMISSIONER SORDI: Just one quick question. I think you quoted the max square footage of the site as 1,600 square feet.

LEE QUINTANA: That is the maximum allowed countable square footage.

COMMISSIONER SORDI: Can Staff clarify that, because I saw 1,656, and I know it doesn't seem like a big difference, but every square foot seems to count on this project.

SEAN MULLIN: You're correct, it's around 1,656 when adjusted for slope, and the proposal fits within the maximum.

COMMISSIONER SORDI: Okay, thank you.

LEE QUINTANA: But it's very close to the max, a very, very difficult site.

CHAIR THOMAS: Are there any other questions for the speaker? Okay, thank you.

LEE QUINTANA: I was just going to try to show you where I was talking about on the diagram.

CHAIR THOMAS: Oh, for the roof covering?

LEE QUINTANA: Yes.

CHAIR THOMAS: Do we all understand the location? We have the plans here, so we understand. The second floor, yes.

LEE QUINTANA: And I do want to say that I know this architect is a very good one, but it's the project itself that is of concern.

CHAIR THOMAS: Thank you. Are there any hands raised on Zoom?

DIRECTOR PAULSON: There are not, Chair.

CHAIR THOMAS: Okay. I now invite the Applicant back up, and you will have an additional three minutes. Thank you.

GARY KOHLSAAT: Thank you. We are not quite sure what Ms. Quintana is referring to in the architect report about this house not fitting the site. Correct me if I'm wrong, but we wouldn't be here if we didn't pass muster with staff following Mr. Cannon's recommendations. I may be wrong, but in the past, we wouldn't be here until we worked all that out, unless we're asking for exceptions.

His main comment was that the house was too close to the street. We have pushed it back, but I also at the Council showed several examples of driving up Rogers Street and around even on this Reservoir Road with walls, houses,

fences, garages. Next door, the garage is right there. This is not out of character; this is a very tight site.

Also, this site has been reduced from 10,000 square feet to 4,600 square feet to determine the FAR, so it's a drastic reduction to get the 1,656, and we have made reductions. We are not seeking the maximum square footage, and it is a significant difference when you look at the percentage.

The loggia has been one of the biggest elements of the house from day one. This is their outdoor entertaining, it has a view, it's not very large, it's like a living room, it's an outdoor living room, and I don't believe that the roof of that loggia was cited as a problem for massing by Mr. Cannon. I don't have the report handy, but I leave it to you to determine that with or without his advice. We feel that it is a flat roof, it's going to provide shade. A lot of time shade and shadow creates depth, and it also reduces the overall scale.

Again, I just want to thank everybody for considering this. We think we've put together the best project you're going to find on this site, and I'm happy to answer any further questions.

CHAIR THOMAS: Commissioner Raspe.

COMMISSIONER RASPE: Thank you, Chair. First of all, I want to thank you for going through the process and heeding and listening to Council and their recommendations, and coming back to us with your visions. I think it shows to us a measure of good faith, so I want to say thank you for your efforts.

In your Letter of Justification, I think you addressed another way of dealing with the massing issue, which is to further push the residence back into the lot, and as you indicated, it creates issues vis-a-vis grading and retaining wall. Can you briefly discuss what the ramifications would be of pushing the house even further back?

GARY KOHLSAAT: So, you're saying encroaching more into the rear setback than we're already requesting?

COMMISSIONER RASPE: Correct.

GARY KOHLSAAT: In order to do that and to make things work, the house would also have to rise up. As you go back, you also want to lift the house up, and so we're still excavating more material. We are creating maybe a more visible home, so we'd have to look at that very carefully, because it's going to rise up above some of those trees. We are skirting the visibility of this. We're under 25% of visibility, but I'd be very careful about

lifting this house up. We would probably lift it up 1' and move it back 2-3' on the angle; it's a very steep lot. I don't know if you're going to get much out of it, but you're really going to start to encroach into the rear yard. We tried to find the balance.

COMMISSIONER RASPE: I believe I asked you this at the original hearing, but my notes didn't reflect it. You're internal ceiling heights, could you remind me of what those are, the 9' or 10' heights?

GARY KOHLSAAT: They're 10' and 10'.

COMMISSIONER RASPE: 10' and 10'. And in your estimation, is there any way to reduce those ceiling heights?

GARY KOHLSAAT: It would be very difficult to achieve even the 9' ceilings when you have HVAC supplying to the upper floor, so that's a challenge. We don't have a crawlspace in this house, the lower floor is going to be on slab, so all of our HVAC is going to be coming through between the two floors. We have the drop ceilings and soffits, so effectively we have 9' ceilings in many of the spaces already. We lower that and we have less than 9' ceilings, and it's just not today's world; it really isn't.

COMMISSIONER RASPE: Thank you. My final question. I just want to confirm, we know the world of

exceptions you're asking for, but you're not asking for exceptions to FAR, lot coverage, height, any of those.

GARY KOHLSAAT: No, none of that.

COMMISSIONER RASPE: You're well within…

GARY KOHLSAAT: We're well within all of those limits. Yes, thank you.

COMMISSIONER RASPE: Thank you.

CHAIR THOMAS: Any other questions for the Applicant? Commissioner Sordi.

COMMISSIONER SORDI: It might be for Staff/Applicant. I recall just from reviewing some of the hearing testimony, I think a concern was raised about safety with respect to all of the trees required; I think it was 32. Then there was another comment/question about whether in lieu fees might be an alternative, and I'm wondering whether there was any progress in that direction? I know there are a lot of issues about safety and concerns that were brought up, and bringing so many trees to the site and having that be a potential fire source.

GARY KOHLSAAT: With the updated CAL FIRE standards that were dropped on us in between our first application and this application, we have adjusted our landscape plan and our tree planting plan to reduce several of the proposed trees, and so we are counting on doing in

lieu for the remainder. And all the trees chosen are from the native list, the Town's list. The reality is every tree has a chance to catch fire and be a problem, but we are trying to, again, strike that balance of locating those trees that do the most bang for the buck as far as screening between the properties and kind of grounding this house with also complying with the regulations.

COMMISSIONER SORDI: Great, thank you. One other question, again on the lines of safety, that was brought up. I heard a little bit of discussion about PG&E and undergrounding power lines. I was curious to know, I heard something in the hearing testimony about how the process was started and stopped somehow, and I just had a question about whether that effort is part of this project. That's a roundabout way of asking whether we were improving safety a little bit by doing the undergrounding, or is the undergrounding a project that runs the whole length of the private road? Just a little more information on that.

GARY KOHLSAAT: Our first intent was to underground from the pole on the opposite side of the next-door neighbor's property all the way across to 26. It was a substantial cost, hundreds of thousands of dollars, just not feasible. So, we pivoted and we proposed to do overhead, just relocating the lines and the poles, because

as you know, the one pole is right in the middle of the property; it has to move.

So, we got approval, PG&E was moving ahead, they did some work out there and they were about to set the pole and they said, "We have to take down three trees, one on 47, ours, and one on 36," and our adjacent neighbors vehemently opposed losing any trees, so we put the brakes on it. We want to work with everybody.

So, we've gone back and forth with PG&E and the arborist and everybody, and we have designed a way that we can set one pole to the west properly line, which keeps the line intact so Mary doesn't have to lose any trees. The lines are exactly how they are. If she would like to underground from that pole to our property, if she wants to pay for that, that's on the table, but we are not going to pay for that, we're just going to start from our property. We are undergrounding from that pole to our property, and currently the design has a pole that was going to go across the other property.

We have actually been negotiating with PG&E to get the whole thing undergrounded, so it starts from our western properly line underground all the way to 26, which is across that open field next to the road, next to the property next to us; it would probably be easier on the

map. But we are actually going to do the underground all the way across that as well, and to boot, the two homes that supply power up our eastern properly line, Emily and Kia, and Irene and Tom, we are undergrounding those. the current feed that's overhead, that's all underground as well.

COMMISSIONER SORDI: So, the undergrounding, is that being done at your expense, or is it a PG&E project?

GARY KOHLSAAT: A good portion of it is our expense. The neighbor above us is sharing some of the expense to underground, because that currently is overhead. The other neighbor is not taking any share of it at all. It's a big share on my client already, huge.

COMMISSIONER SORDI: Thank you.

CHAIR THOMAS: Any other questions for the Applicant? Okay, thank you. Thank you for explaining that. I know it's complicated to be working with all of those parties and PG&E and everything, so thank you for explaining all that.

We will now close the public portion of the public hearing on Item 2, and I invite Commissioners to ask questions of Staff, provide comments, or propose a motion very briefly after I ask and confirm just one question with Staff.

This is a de novo hearing, so we are reviewing this entire application in front of us again fully, correct?

SEAN MULLIN: That's correct, and with consideration of the direction provided by the Council.

CHAIR THOMAS: Okay, great. So, we just need to clearly on the record state all of our findings, even if we are coming to the same conclusion that we did in our first meeting, so I just ask everyone to do that, please. Now I invite everyone to discuss, questions for Staff. Commissioner Stump.

COMMISSIONER STUMP: There's a paragraph in the Staff Report that speaks to regulatory taking. My question there would be under what circumstances as we think about this project would any further denial of a requested exception from the Town's standards constitute regulatory taking?

ATTORNEY WHELAN: Thank you. As a general rule, the imposition of a regulation on a property owner will constitute a taking if it, 1) does not substantially advance a legitimate government interest, and 2) the denial of the requested exceptions leaves the landowners with no viable economic use of the property.

Most of the cases that I've seen find that there is a regulatory taking when the property value has been diminished to zero.

There is one case that's somewhat analogous, which is the case of William Haas versus City and County of San Francisco, and in that case the plaintiff bought a property intending to build a high-rise development. After the property owner began construction, the City changed the height requirement from 300' to 40' and rezoned the property, and the property value was reduced from $2 million to $100,000, and because the regulations were evenly applied to all properties in the neighborhood, and because the property owner could still develop the land, the court did not find that the height restrictions and rezoning constituted a regulatory taking. So, it's a very, very high standard to establish that a regulatory taking has occurred.

COMMISSIONER STUMP: Thank you.

CHAIR THOMAS: Commissioner Barnett.

COMMISSIONER BARNETT: I have a few comments. Beginning with the lot merger in 2015, apparently the Town was aware that there would be constraints on this site, and very difficult ones, and we are here tonight because of the

decision that was made in 2015, and I think we have to accept that reality.

If the lot is 50% smaller than the required area for construction, and with slope and road easement issues, there have to be exceptions, in my opinion.

The Applicant has made good faith changes with respect to the size of the building and the setbacks, including the side setbacks now weighing within the code requirement. The building footprint reduction is, I think, reasonable. The mass and volume maybe are only 5.4%, including the ADU, but I think that's reasonable considering the constraints again.

Let me see what else. When I look at the Staff Report for the January hearing there is an FAR comparison, and I think that 45 Reservoir Road is very much within the range of homes, and substantially less than the other two-story homes.

So, I think those are my major comments. I note that the conditions that we're asked to approve include Conditions 102-188 in the Exhibit, which are only addressing County fire requirements, so I think that we're well protected and that the neighbors are well protected, given those constraints. Thank you very much.

CHAIR THOMAS: Vice Chair Burch.

VICE CHAIR BURCH: I might just piggyback on some of your comments, because I think we're in agreement on many things.

We have to look at these applications on a case-by-case basis, and I feel like lately we've been seeing a few more of these. Whether it's the lot merge or lot split, they're giving us these nonconforming lots that already come to us basically requiring exceptions just to be able to build on the property, and I feel like when you look down this list of exceptions, while it might seem like a large quantity, when you understand the grading depths and the retaining walls for the fire turnaround, and that the road covers most of the LRDA, I don't even know how you get four guest parking spaces on that road for any of these homes. When you look at the 25' setback, based on the amount of safety conversation we had in our first meeting pushing the house back, I would rather give a bit on the rear setback and put a little bit of safety to the road.

So, when I start going through each of these, to me there is actually a very practical reason for each of these. We aren't dealing with some of the exceptions we get asked for where it's very excessive of the allowable FAR or height. We aren't getting any of those that we've had to

struggle with in the past, so to me, this is a very practical use of this lot.

Council did give two directions. They wanted a reduction of the building footprint and a reduction in volume and mass, which when you look at the updated drawings, has been done. I'd like to point out that Council didn't give any specific percentages of square-foot numbers related to that. That's up to us to decide, and I feel like yes, there are measures taken, so I feel like the exceptions that are being asked for are not excessive, are not asking for something that I feel like is going to set a bad precedent or that we would struggle with.

CHAIR THOMAS: Commissioner Stump.

COMMISSIONER STUMP: I was the guy at the last meeting that I guess made the comment that this is too big a house for too small a lot, and I think we still face that in some ways. By the way, I don't disagree with the points that have been brought up here, but I'm reminded of the specific direction that we received from the Town Council: reduce the building footprint in consideration of the LRDA, which we know is a major challenge. Is there just not much of it? And to reduce the volume and massing of the residence.

So, where does the project stand now? We've already talked about it. They've reduced what I call livable square footage by 5.4% to bring it in compliance with the side setbacks. The front porch wall has been reduced to pull the house back a little bit from the roadway; in fact, it went from at one point I think it was 18' and I think it's now gone back to 3'-6", and I would call that a good start, because again, I think safety still needs to be an issue here.

We also know that whatever gets approved, and something will be approved, back in January eight exceptions were requested. If my math is right, and looking back at the Staff Report, eight exceptions are still being requested, although you didn't really receive any credit for the side setbacks, because they were all rolled into one exception, so anyway, those exceptions continue to be required and at some point will be needed.

My thinking is that the mass and scale of this house could still be reduced, and how would you do that? By still pulling it away from the roadway. My concern is that I don't know that some of these other homes where we say the neighborhood is built this way. Well, a lot of things got built 20, 30, 40 years ago that if we had a do over we'd say don't do that, so I don't think they set

precedent. They certainly can be a comparison for us, but I think the overarching issue needs to be safety.

So, one way you would reduce the size of the house is you say let's stick with the rear setback of 25'. I don't think that answers the question about how you pull the house back from the roadway, so I am still of the mind that the house is too big.

As it was, they came forward with a 4,007 square-foot house. The reduction brings this down to a 3,763 square-foot total livable space, so I'm just trying to compare apples-to-apples here: it's still a very large house. The scale and the mass have not been reduced very much and I'm not sure that it's what the Council directed, so I will leave it at that. Thank you.

CHAIR THOMAS: I have a question for Staff. Are we allowed to consider the square footage of the ADU in the overall decision-making of this?

SEAN MULLIN: Pursuant to State law, no.

CHAIR THOMAS: Okay. So, what is the total countable square footage of the current proposal?

SEAN MULLIN: Countable square footage is 1,593. That doesn't count the below-grade square footage; it takes out the garage, because there's a credit that covers that; but it does not consider the ADU.

CHAIR THOMAS: And the max allowed on this is the 1,656?

SEAN MULLIN: Correct.

CHAIR THOMAS: Okay, thank you for that clarification. Are there any other comments? Yes, Commissioner Raspe.

COMMISSIONER RASPE: Thank you, Chair. I went back through our records, and I went back through our hearing transcript, and first of all it's shocking how much speaking I actually did at the last meeting, so I apologize to everybody for that.

But at that time, we did an exhaustive, I thought, review of this project. We went through all the exceptions on a line-by-line basis, largely at Vice Chair Burch's thinking, and I thought it was a good way to do it. I know that this is a de novo review, but I just want to state for the record, I thought we did a pretty exhaustive discussion the first time.

Now, fast forwarding to tonight, I think my focus has been on really the Council direction. Those are two things.

That is, first of all the LRDA, and I think we can all agree, the LRDA is never going to be a perfect solution there. It is what it is. Given this lot, and given

the siting of the road, there's going to be an imperfect solution, and I think we've got an imperfect solution in this case, probably closest to the best we're ever going to see on a building at this site, so to me that's largely been addressed.

The other was reducing the massing, and according to our notes, the building is now at 1,593 square feet, which has been reduced by 240 square feet, the footprint has been reduced by 30 feet, so I think the footprint massing side of it has been reduced per Council's direction.

Massing can also mean height, and so during my conversation here with the Applicant I explored two ways to try to do that, that is, reduce ceiling height or push the building back on the lot. Neither one of those solves the problem, and so I don't know how we can reduce the massing—if we're going to use that word here—any more. The building, again, 1,593 square feet of countable above-grade, which doesn't seem to me to be an extraordinarily large home, given what we're building in Los Gatos.

So, in my view, yes, the changes have not been dramatic from Council's direction, but I'm not sure how much more we can ask of this Applicant and still retain a buildable lot here, so I think that the Applicant has

addressed the Council's recommendations to the best of their abilities given the constraints on this lot, and I would recommend approval of this project.

One last comment. I'm looking at the schematics on the front loggia as a way of kind of breaking up the façade, and I don't see that it does. The rest of the building is of an equal height, it doesn't seem to protrude that much forward, and so somehow redesigning that I don't think solves a massing issue, it's more design aesthetics, so I appreciate the comments and the thoughts and the problem solving on that, I just don't think that particular solution seems to work. Chair, those are my thoughts.

CHAIR THOMAS: Okay, thank you. Commissioner Sordi.

COMMISSIONER SORDI: Obviously, just a really challenging lot. As a planner, developer, and city plan checker over the years, I've dealt with hillside conditions like this a lot and it's just really challenging. We know for sure that there's going to be a significant portion of the floor area that's going to be exempt, because you have to bench this house into the hill, and you're just going to be caught in a situation where you can keep chipping away at this thing, but you're going to end up with an unlivable house.

We can try to make it smaller. They've done their best to make it smaller. Granted, it's not a huge percentage change, but I just don't know what else you would do. Again, you almost grab the architect's hand and you start designing it yourself, and you create something that's really unlivable for somebody.

Also, you have to consider their expense. This plays a little bit into some of the safety concerns that came up, but they have to do the fire turnaround as required by the Fire Department; that's putting them in a really tough spot because it takes up such a huge portion of the lot. It also creates a retaining wall in the front that's extraordinary in size, and they're doing that in order to do a fire turnaround.

Further, on the subject of safety, you've got the fire turnaround and you're creating that for the entire neighborhood. There is no fire turnaround now, so it benefits everybody on this street. You've got a new house that's going to be WUI protected and it's going to be beefed up in terms of code.

So, from the safety standpoint, I just struggle with this notion that somehow this is creating a less safe environment. I really think that they're doing a lot of

things to improve the safety of the neighborhood, so I'll just leave it at that.

CHAIR THOMAS: Thank you. I will add some of my comments, just really pretty much echoing my fellow commissioners. I went back and also watched the Town Council meeting and our previous hearing, and I feel like we did really go through each of the exceptions that were being asked for, and tried to come up with solutions or alternatives that were realistic and viable to keep this lot developable in some way.

I still think that a number of these exceptions, at least three, come with the firetruck turnaround, which is nonnegotiable in my opinion, because it is required by County Fire and is necessary to improve safety in the area.

And I think, as my fellow commissioners have said, with the LRDA being such a small space and this lot having such a unique private road run directly through it, that they've done the best that they can with this project.

I also agree that the Applicant responded well to the Council's direction, and so I am able to make the findings that are found in Exhibit 2 and I am ready to support this project is someone else would like to maybe propose a motion. Commissioner Barnett.

COMMISSIONER BARNETT: I'll start, and see what needs to be added to it.

With respect to Item 2 on our calendar today concerning 45 Reservoir Road, I move to accept the revised proposal with the reduced rear yard setback, site improvements requiring a Grading Permit, and removal of large, protected trees on the nonconforming lot.

I can make all of the findings that are in Exhibit 2, which is on page 5 of the Staff Report, including the considerations in paragraph 8, and approve the Architecture and Site Application S-22-048 with the conditions in Exhibit 3, and the revised development plans in Exhibit 10.

My motion is based on all the things we've discussed tonight, the good faith changes made by the Applicant since it was remanded to us, the recognition of the difficulties of the site for all the reasons talked about tonight, and overall the requirement to make this lot buildable in light of the fact that there was this 2015 lot merger, which contemplated that there would have to be exceptions, in my opinion. That's my motion.

CHAIR THOMAS: Thank you. Do we have a second? Vice Chair Burch.

VICE CHAIR BURCH: I'll second.

CHAIR THOMAS: Thank you. I also just wanted to add one more comment, because we did not discuss it but it did come up, and that is that I appreciate the effort to do the tandem parking, because that was something that was of a concern to some of the neighbors and we thoroughly discussed it at the time, so I appreciate the change and the reconfiguration of that, because I think that it's important that people aren't parking in this big, beautiful firetruck turnaround, which I know everyone in the neighborhood is going to want to do, so thank you very much for that.

Is there any other discussion before I call the question? Okay, all those in favor, please raise your hand. Any opposed? So, it passes 5-1 with Commissioner Stump dissenting. Are there any appeal rights?

DIRECTOR PAULSON: Thank you, Chair. There are appeal rights. Anyone that is not satisfied with the decision of the Planning Commission can appeal that decision to the Town Council. Appeal forms are available in the Clerk's Office and online. There is a fee for filing the appeal, and the appeal must be filed within ten days.

CHAIR THOMAS: Okay, thank you very much.

(END)

This Page Intentionally Left Blank

FILING FEES
$523.00 (PLAPPEAL) Residential
$2,102.00 (PLAPPEAL), per Commercial, Multi-family, or Tentative Map Appeal

TRANSCRIPTION $500 (PLTRANS)

Town of Los Gatos
Office of the Town Clerk
110 E. Main St., Los Gatos CA 95030

ITEM NO. 18.

APPEAL OF PLANNING COMMISSION DECISION

I, the undersigned, do hereby appeal a decision of the Planning Commission as follows: (PLEASE TYPE OR PRINT NEATLY)

RECEIVED
TOWN OF LOS GATOS
JUN 23 2025
CLERK DEPARTMENT

DATE OF PLANNING COMMISSION DECISION JUNE 11, 2025

PROJECT / APPLICATION NO: S-22-048

ADDRESS LOCATION: 45 RESERVOIR RD

Pursuant to the Town Code, any interested person as defined in Section 29.10.020 may appeal to the Council any decision of the Planning Commission.

Interested person means:

1. *Residential projects*. Any person or persons or entity or entities who own property or reside within 1,000 feet of a property for which a decision has been rendered, and can demonstrate that their property will be injured by the decision.
2. *Non-residential and mixed-use projects*. Any person or persons or entity or entities who can demonstrate that their property will be injured by the decision.

Section 29.20.275 The notice of appeal shall state specifically wherein it is claimed there was an error or abuse of discretion by the Commission or wherein its decision is not supported by substantial evidence in the record.

1. There was an error or abuse of discretion by the Planning Commission:

_____

_____; **OR**

(2.) The Planning Commission's decision is not supported by substantial evidence in the record:

3.4.25 TOWN COUNCIL TOLD PLANING TO REDUCE VOLUME & MASSING AND TO REDUCE BUILDING FOOT-PRINT ~~(IN CONSIDERATION)~~ IN CONSIDERATION OF THE LRDA - SO DIDN'T FOLLOW DIRECTION, TOO BIG FOR LOT!

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS. #3302

IMPORTANT: * SEE ATTACHED PAGE

1. **Appellant is responsible for fees for transcription of minutes. A $500.00 deposit is required at the time of filing.**
2. Appeal must be filed within ten (10) calendar days of Planning Commission Decision accompanied by the required filing fee. Deadline is 4:00 p.m. on the 10th day following the decision. If the 10th day is a Friday, the appeal must be filed by 1:00 P.M. If the 10th day a Saturday, Sunday, or Town holiday, then it may be filed on the workday immediately following the 10th day, usually a Monday.
3. The Town Clerk will set the hearing within 56 days of the date of the Planning Commission Decision (Town Ordinance No. 1967).
4. Once filed, the appeal will be heard by the Town Council.
5. If the basis for granting the appeal is, in whole or in part, information not presented to or considered by the Planning Commission, the matter shall be returned to ~~the Planning~~ Commission for review.

PRINT NAME: MARY VIDOVICH SIGNATURE: [redacted]

DATE: JUNE 21, 2025 ADDRESS: [redacted]

PHONE: [redacted] EMAIL: [redacted]

***** OFFICIAL USE ONLY *****

DATE OF PUBLIC HEARING: _____
Pending Planning Department Confirmation

DATE TO SEND PUBLICATION: _____ DATE OF PUBLICATION: _____



ADDENDUM

RE: APPLICATION #S-22-048
ADDRESS: 45 RESERVOIR RD, LOS GATOS, CA

ON THE DATE OF THE FIRST HEARING, NEIGHBOR BARATZADEH SPOKE IN FAVOR OF THE BUILDING PERMIT BEING APPROVED.

UNDISCLOSED WAS THE BARATZADEH'S HAVE A VESTED INTEREST IN APPROVAL DUE TO THE FACT THEY NEED ELECTRICAL THROUGH & UNDERNEATH (UNDERGROUND) OF THE CONTIGUOUS PROPERTY OF 45 RESERVOIR RD'S APPROVAL, FOR BARATZADEH'S POOL.

THE BARATZADEH'S CONTIGUOUS PROPERTY ADDRESS IS 60 ROGERS RD, WE BELIEVE?

EMILY BARATZADEH IS A LICENSED REAL ESTATE SALESPERSON WITH COLDWELL BANKER.

THANK YOU,

MARY VIDOVICH
[redacted]
LOS GATOS

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 06/11/2025
ITEM NO: 2
DESK ITEM

DATE: June 11, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.

REMARKS:

In response to questions received from Commissioners prior to the meeting, staff offers the following remarks and additional information:

The Planning Commission's review of the application is not limited to the direction provided by the Town Council to the applicant. The Town Council granted the appeal of the decision of the Planning Commission, remanding the application back to the Planning Commission to be considered de novo. The Planning Commission should consider the merits of the entire project and whether the applicant responded adequately to the Council's direction.

The Floor Area Comparison table on the following page includes additional columns providing a summary of the change between the original and revised proposals expressed in square footage and percentage.

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Community Development Director

Floor Area Comparison								
	Original Proposal			Revised Proposal				
	Non-Exempt Floor Area*	Exempt Floor Area	Total	Non-Exempt Floor Area*	Exempt Floor Area	Total	SF Change	% Change
Lower Floor	313	1,287	1,600	321	1,135	1,456	-144	-9.0%
Main Floor	1,327	0	1,327	1,272	0	1,272	-100	-7.5%
Garage Floor	163+63	338	564	147+75	352	574	+10	+1.8%
Total	1,866	1,625	3,491	1,815	1,487	3,302	-189	-5.4%
ADU	516	0	516	461	0	461	-55	-10.7%
* Non-Exempt Floor Area includes above grade square footage and portions of below grade square footage projecting beyond the enclosed building footprint above.								

The following Lot Coverage Comparison table provides an evaluation of the change in the projects lot coverage from the original proposal to the revised proposal.

Lot Coverage Comparison				
	Original Proposal	Revised Proposal	Change (SF)	Change (%)
Residence + Garage + ADU	2,195	2,057	-138	-6.2%
Patios + Balconies (Outside residence footprint)	148	118	-30	-20.2%
TOTAL	2,343	2,175	-168	-7.2%

TOWN OF LOS GATOS
PLANNING COMMISSION
REPORT

MEETING DATE: 06/11/2025

ITEM NO: 2

DATE: June 6, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider a Request for Approval to Construct a New Single-Family Residence with a Reduced Rear Yard Setback, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Project Planner: Sean Mullin.

BACKGROUND:

On January 8, 2025, the Planning Commission considered the application, including written and verbal public comments, and approved the request (Exhibit 4, Attachments 1 through 4).

On January 17, 2025, the decision of the Planning Commission was appealed to the Town Council by an interested person, Mary J. Vidovich, property owner of 47 Reservoir Road (Exhibit 4, Attachment 5). On the appeal form, the appellant indicated that there was an error or abuse of discretion by the Planning Commission.

On March 4, 2025, the Town Council discussed the item and received public testimony (Exhibits 4 through 7). The Town Council directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission, and remanding the application back to the Planning Commission with specific direction including the following:

1. Reduce the building footprint in consideration of the least restrictive development area (LRDA); and
2. Reduce the volume/massing of the residence.

Additionally, the Mayor asked that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking.

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Community Development Director

On March 18, 2025, the Town Council passed and adopted Resolution 2025-009 granting the appeal of the decision of the Planning Commission approving a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on a nonconforming vacant property zoned R-1:20, and remanding the application back to Planning Commission with specific direction as described above (Exhibit 8).

DISCUSSION:

In response to the Town Council's direction, the applicant submitted a Letter of Justification detailing the revisions to the project (Exhibit 9) and revised development plans (Exhibit 10). A summary of the applicant's response to the Town Council's direction follows.

1. Reduce the building footprint in consideration of the (LRDA):

The LRDA on the subject property is concentrated in the southern (rear) portion of the property and the area of the existing private road (Exhibit 10, Sheet A-3). The LRDA at the rear of the lot is further constrained with the majority of it being located with the required rear setback of 25 feet and side setbacks of 15 feet. This leaves a very limited area of LRDA outside of the required setbacks.

Due to these constraints, the applicant continues to pursue an exception to the rear yard setbacks, proposing a minimum rear setback of 19 feet, seven and one-half inches, where 25 feet is required. Staff notes that this minimum setback occurs at one location at the center of the rear of the residence and the proposed setback increases moving away from this point in either direction.

In their letter responding to the Council's direction included in Exhibit 9, the applicant notes the following:

- The portion of the proposed residence projecting into the setback would not be visible from the road;
- The minimum setback is exacerbated by the acute angle of the lot shape;
- There will still be plenty of distance to the rear fence;
- The proposed siting of the residence moves it away from the road and allows more of the residence to be located within the LRDA; and
- Moving the residence back further would further increase the amount of grading and trigger another retaining wall height exception.

2. Reduce the volume/massing of the residence:

The subject property is zoned R-1:20, which requires a minimum lot size of 20,000 square feet; a lot width of 100 feet; and minimum setbacks of 30 feet in the front, 25 feet in the rear, and 15 feet on the sides. The subject property was the product of a 2015 merger of six lots into three lots. What resulted was a lot that is nonconforming with an area of 10,000 square feet and a width of 83 feet. In addition to these nonconforming characteristics, the lot is further burdened with a private access road that bisects the property near the middle. As a result, the building envelope is limited to the southern portion of the property, south of the private road, with a very limited area of LRDA outside of the required setbacks.

In response to the Council's direction to reduce the volume/massing of the residence, the applicant reduced its width by two and one-half feet on the west side and one to three feet on the east side. The revised residence now meets the required side setbacks eliminating the need for an exception to the side setback requirements. As a result, the gross size of the narrowed residence is reduced by 244 square feet (including the ADU). The applicant also pulled back the front porch wall by two and one-half feet, reducing its footprint by 30 square feet and increasing the distance between the porch and the private road from 18 inches to three and one-half feet. The following table summarizes the revisions to the gross floor area from the original proposal to the revised proposal.

Floor Area						
	Original Proposal			Revised Proposal		
	Non-Exempt Floor Area*	Exempt Floor Area	Total	Non-Exempt Floor Area*	Exempt Floor Area	Total
Lower Floor	313	1,287	1,600	321	1,135	1,456
Main Floor	1,327	0	1,327	1,272	0	1,272
Garage Floor	163+63	338	564	147+75	352	574
Total	1,866	1,625	3,491	1,815	1,487	3,302
ADU	516	0	516	461	0	461
* Non-Exempt Floor Area includes above grade square footage and portions of below grade square footage projecting beyond the enclosed building footprint above.						

3. Information regarding regulatory taking:

Included in the adopted Resolution from the Council, the Mayor requested that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking. In response to this request, the Town Attorney provides the following information and will be available at the Planning Commission meeting on June 11, 2025, to answer any questions.

A land use regulation that goes too far is a regulatory taking. *Pennsylvania Coal Co. v. Mahon*, 260 U.S. 393, 415 (1922). A regulation goes too far and constitutes a per se taking when the regulation deprives the property owner of all economically viable use of the property, *Lucas v. South Carolina Coastal Council*, 505 U.S. 1002, 1013 (1992). A regulation that leaves the property owner with some economically viable use of the property may still be a taking. The determination of whether such a regulation is a taking is on a case-by-case basis and depends on three factors: (1) the economic impact of the regulation on the property owner; (2) the extent to which the regulation has interfered with the property owner's investment-backed expectations; and (3) the character of the government action, *Penn Cent. Transp. Co v. City of New York*, 438 U.S. 104, 124 (1978).

4. Exceptions:

In addition to the response to the direction from the Town Council, the applicant also provided an additional discussion of and justification for the requested exceptions. As listed below, the revised project requires approval of the following exceptions to the Town Code, HDS&G, and HSP. The previously requested exceptions to the side setback exception and dimensions for required parking spaces have been eliminated with the revised project. The exceptions in *italics* would likely be required for any single-family residence developed on the existing lot.

- Required 25-foot rear setback (Town Code);
- Tandem configuration of the two off-street parking spaces (Town Code);
- Driveway depth of at least 18 feet in length (Town Code);
- Four guest parking spaces shall be provided (HSP);
- *Driveway/access road with a minimum width of 18 feet (Town Code);*
- Grading depths shall not exceed four feet of cut (HDS&G);
- *Grading depths shall not exceed three feet of fill (HDS&G);*
- *Retaining wall heights should not be higher than five feet (HDS&G); and*
- *Buildings shall be located within the LRDA (HDS&G).*

PUBLIC COMMENTS:

The installed story poles were not updated to reflect the revised plans. The reduce massing of the residence is summarized above and in the applicant's letter. The project sign was updated to provide the June 11, 2025, hearing date with the Planning Commission. Written notice was sent to property owners and tenants located within 500 feet of the subject property. At the time of drafting the report no public comments have been received.

CONCLUSION:

A. Summary

The applicant submitted a response letter summarizing the revisions to the project (Exhibit 9) and revised development plans (Exhibit 10) in response to the Town Council's direction provided at the March 4, 2025, Town Council meeting.

B. Recommendation

Should the Planning Commission determine that the revised project meets the direction provided by the Town Council and find merit with the proposed project, the Commission can take the actions below to approve the Architecture and Site application:

1. Make the finding that the proposed project is Categorically Exempt, pursuant to the adopted Guidelines for the implementation of the California Environmental Quality Act, Section 15303: New Construction (Exhibit 2);
2. Make the finding as required by Section 29.10.265 of the Town Code to allow exceptions to rear setback, driveway/access road width, and driveway depth on a nonconforming property (Exhibit 2);
3. Make the finding as required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements when a lot does not have adequate area to provide parking as required;
4. Make the finding that the project complies with the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the rear setback, driveway/access road width, parking configuration, and driveway depth (Exhibit 2);
5. Make the finding that the project is in compliance with the Residential Design Guidelines for single-family residences (Exhibit 2);
6. Make the finding that due to the constraints of the site, exceptions to grading depths, retaining wall heights, and buildings located outside of the Least Restrictive Development Area (LRDA) are appropriate, and the project is otherwise in compliance with the applicable sections of the Hillside Development Standards and Guidelines (Exhibit 2);
7. Make the finding that other than an exception to the guest parking requirement, the project complies with the Hillside Specific Plan (Exhibit 2);
8. Make the considerations as required by Section 29.20.150 of the Town Code for granting approval of an Architecture and Site application (Exhibit 2); and
9. Approve Architecture and Site Application S-22-048 with the conditions contained in Exhibit 3 and the revised development plans in Exhibit 10.

C. Alternatives

Alternatively, the Planning Commission can:

1. Continue the matter to a date certain with specific direction; or
2. Approve the application with additional and/or modified conditions; or
3. Deny the application.

EXHIBITS:

1. Location Map
2. Required Findings and Considerations
3. Recommended Conditions of Approval
4. March 4, 2025, Town Council Staff Report with Attachments 1 through 7
5. March 4, 2025, Town Council Addendum Report with Attachment 8
6. March 4, 2025, Town Council Desk Item Report with Attachment 9
7. March 4, 2025, Town Council Meeting Minutes
8. March 18, 2025, Town Council Resolution 2025-009
9. Applicant's Letter of Justification
10. Revised Development Plans

This Page Intentionally Left Blank

KOHLSAAT & ASSOCIATES
ARCHITECTURE

Planning Department
Community Development Department, Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

July 23, 2025

Re: The Agahian Residence, 45 Reservoir Road, Los Gatos
Response to Appeal of Planning Commission Approval

Dear Mr Mullin,

In response to the appeal of the recent Planning Commission approval for the Agahian residence (and ADU), please consider the following. The language of the appeal states the "*Town Council told the applicant to reduce volume and massing and reduce the building footprint in consideration of the LRDA. The applicant did not follow directions. Too big for the lot."* We vehemently disagree with this opinion and contend the Planning Commission exercised careful consideration of the revised design, approved the project 5-1 (with one recusal) and noted that we did indeed follow the directive of the Town Council.

Project History:
- Initial application submitted 11/8/2022 and went through several rounds of Staff Technical Review, including Geological, Architectural and Fire reviews
- AMMR from SCCFD received 7/19/2024
- Project was heard during a Planning Commission meeting on 1/3/2025. Project was approved subject to conditions of approval.
- Project was appealed by a neighboring resident on 1/17/2025. Project was submitted to the Town Council for a public meeting on 3/4/2025. The appeal was granted with the resolution remanding the application back to the Planning Commission with specific direction including the following: *1) Reduce the building footprint in consideration of the least restrictive development area (LRDA) and 2) reduce the volume/massing of the residence.*
- Revised project was heard at the June 11 Planning Commission meeting, and after careful thought and scrutiny, was approved by a 5-1 vote. The lone negative vote was for reasons other than the size or massing of the home.

Immediately following the 3/4/2025 Town Council meeting we met with town staff to assess exactly what directives the Council asked for. The following bullet points are highlights of what was revised in an effort to address the Council's directives:

Reduce the volume/massing and FAR of the residence.
- Reduced the width of the house and shaved off 2.5 ft across the entire building on the west side
- Stepped the garage side wall back to conform to the east side setback, cutting between 1 to 3ft across the whole building
- Floor area (FAR) reduced by 47sf and the whole structure by 244sf

51 University Avenue, Suite L • Los Gatos, CA 95030 • 408.395-2555

- Front porch wall pulled back from the road by 2.5 ft, reducing another 30sf of covered area
- Structural coverage reduced by 168 SF and the residence no longer encroaches into the side setbacks.

In Summary

This revised design reflects the directives handed down by the Council, coordinated with staff and overwhelmingly approved by the Planning Commission. In fact, several commissioners cited that the reductions were rather significant (in effect) and appreciated. This project will fill a vacant piece of land, provide a firetruck turnaround that benefits the entire neighborhood and ultimately make the area safer by building a WUI approved, fire hardened residence and ADU.

Regards,



Gary Kohlsaat
Architect C19245

July 24, 2025

Dear Members of the City Council,

I am writing in response to the appeal submitted by my neighbor, Mary Vidovich, regarding the Planning Commission's decision to approve my building project at **45 Reservoir Rd, Los Gatos.** I fully respect the public's right to appeal and appreciate that diverse perspectives are an important part of the planning process. However, I am concerned that the appeal includes statements that are both false and misleading, which misrepresent the facts and unfairly harm the reputations of others in our community.

In particular, the appeal package contains a letter from Ms. Vidovich that alleges my neighbors, Kia and Emily Baratzadeh, support my project due to a supposed "vested interest" related to their pool's electricity needs. This claim is entirely unfounded. The Baratzadeh Family's pool project is—and has always been—completely independent of my property. Their pool has been in use since March 2025, while my PG&E project remains pending.

The Baratzadeh Family has already provided a letter to Mr. Sean Mullin and Council members clarifying these false statements. Their genuine support for my project is based solely on their belief in its positive contribution to the neighborhood. As the Council is aware, knowingly submitting false information to a public agency is a serious matter under California Penal Code § 115. I respectfully submit that the inclusion of such misstatements in the appeal calls its credibility into question. I trust the Council will take these misrepresentations into account when assessing the overall merit and credibility of the appeal.

Unlike the Baratzadeh Family—whose support for my project has been both sincere and transparent— Mr. Andrew Watson and his wife, Mrs. Kathleen Watson, who spoke in support of Ms. Vidovich's appeal in March, appear to have misrepresented their circumstances. The Watson family testified at the Planning Commission hearing and again before the Council, presenting themselves as long-term, deeply rooted neighbors, residing at 56 Cleland. Mr. Andrew Watson stated: *"We've been there about 37 years; we expect to live there for the rest of our lives. We raised two daughters there. One of them will occupy the house after we're gone."*

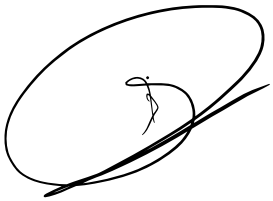
However, public records indicate that the Watson Family listed their property for sale just one week after that Council meeting, finalized the sale in March/April 2025, and had purchased another home elsewhere as early as January 2025. This timeline raises legitimate questions about the accuracy of the testimony presented, particularly as it pertains to their continued residence and long-term interest in the outcome of my project.

Finally, it's important to note that Ms. Vidovich didn't attend the Planning Commission hearing on June 11 to raise concerns and seek clarification before the matter advanced to the Council. While I fully acknowledge that attendance isn't a requirement for filing an appeal, I believe that had she engaged at that earlier stage, we might have been able to address her concerns directly and clarify any misunderstandings before they became the basis for another appeal.

I trust the Council will give a thorough consideration to the application and recognize the good faith in which this project has been proposed and supported. I am confident that a careful review will bring clarity to the factual inaccuracies in the appeal and support a decision based on accurate and reliable facts.

Thank you for taking the time to review my response.

Best regards,
Dr. Farnaz Agahian



July 30, 2025

Written Comments
45 Reservoir Road Appeal
Town Council March 4, 2025

From: Mary Vidovich
47 Reservoir Road

This lot was created as part of a subdivision of 60 Rogers. When created, the lot was essentially unbuildable due to steep slope (average 28%) and the roadway occupying much of the Least Restrictive Development Area.

Rather than accept these limitations, the developer relies on numerous (at least 7 of them) development exceptions to "make the design work" (as stated in the Letter of Justification).
The result is a maximum development with maximum exceptions.
Rather than place a priority on "making the design work" the priority should be to work within the minimize the development exceptions and accept a more modest structure on the site.

Although nominally a 10,000 sq. ft. lot, it is functionally much smaller, perhaps the equivalent of a 5,000 sq. ft. lot. The plans show the "net site area" as 4,600 sq. ft.

Instead of having frontage on a public road and being relatively level as contemplated in the zoning ordinances, this lot is both steep and cut in half by the private road, with the remaining downhill portion too steep to support development without a massive retaining wall. In addition, perhaps a third of the lot will be used for roadway and the turnaround.

Any development should be limited to the LRDA on the uphill portion of the lot

The following is a summary of some of the concerns with this proposed development.

1. House and footprint are too large for this lot.
Squeezing this large house onto the portion of the lot that is available for building requires numerous exceptions to normal development standards and the removal of more trees than can be justified.
Any development should be limited to the LRDA on the uphill portion of the lot

2. The proposed house is much larger than the average of the houses in the neighborhood.

3. Inadequate parking.
There is a two car garage that uses tandem parking, and only one surface parking space.

The development includes an ADU, so this is a two household development.

4. The side setbacks have been changed so that they are now in compliance.

5. xcessively high retaining walls.

A 15' tall retaining wall a few feet from the downhill neighboring lot is excessive. The neighbor will no longer be looking at a natural hill side, but will now face a massive block wall.

6. The proposed storm drainage appears to be inadequate.

Although staff has reviewed the proposed grading and drainage plan, we remain concerned that the "natural drainage" is inadequate.

There is a great increase in the impermeable surface area. Together with the removal of over 13 trees with result in an increase in both surface and subsurface flows of storm waters. The plans state that the impermeable area has increased to approximately 6,300 sq. ft. But the plans also show the "disturbed area" of approximately 8,200 sq. ft.

Flows are directed to the turnaround, and then drained into a 100 sq. foot by 3 feet deep trench. Presumably the water will then percolate underground onto the neighboring properties for them to live with. This strikes us a less than optimal solution.

7. The development requires an excess amount of imported fill.

The plans show the need for more than 2,000 cubic feet of fill to be brought onto site. Total fill needed is approximately 3,500 cubic feet, with construction generating approximately 1,400 cubic feet of cut.

KOHLSAAT & ASSOCIATES
ARCHITECTURE

Planning Department
Community Development Department, Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

July 30, 2025

Re: The Agahian Residence, 45 Reservoir Road, Los Gatos
Response to Appellant's Written Comments

Dear Mr Mullin,

In response to the recent written comments submitted by the appellant dated July 30, 2025, I feel compelled to address some of these points, even though many of these comments veer well away from the stated scope of the appeal (Size, mass and volume of approved home). The Planning Commission considered every one of these comments when granting approval.

The subject property at 45 Reservoir Road is a result of a Lot Line Adjustment (LLA) of 3 existing legal parcels that reapportioned the properties, and was *not* a Subdivision where new lots we "created". This is a subtle but important difference. Additionally, all LLA's in the Town are carefully reviewed by staff before being approved. Unfortunately, these three parcels carried the existing R-1:20 zoning instead of being appropriately rezoned to reflect the true lot areas.

Regarding the exception made for parking (#3), it is physically impossible to fit all of the required parking on the available land, once the firetruck turnaround area is deducted. It's also ironic that the appellant only has a one car garage and two uncovered parking spaces.

I want to make it crystal clear the 15 ft tall retaining walls (#5) required to provide a level fire truck turnaround are necessary even for a 500 SF residence, so this exception is unavoidable for any project to be built.

The Council should understand the revised storm drainage plans (#6), designed by a licensed civil engineering firm with thousands of projects under their belt, have been thoroughly reviewed and approved by PPW. Newly added storm drainage chambers located under the fire truck turnaround allow for infiltration. The trench referred to in the letter is a rock lined swale designed as an energy dissipator to mitigate any emergency overflow from the chambers, which serve as the real workhorse here.

Finally, the earthwork quantities stated in the letter (#7) are erroneous to a fault and are very misleading. First of all, the appellant uses cubic feet as the unit quantities, where the standard is cubic yards. *(The plans show the need for more than 2,000 cubic feet of fill to be brought onto site.Total fill needed is approximately 3,500 cubic feet, with construction generating approximately1,400 cubic feet of cut.)* By using cubic feet and not the common cubic yards, the numbers appear to be grossly inflated. Perhaps this was simply an error?

51 University Avenue, Suite L • Los Gatos, CA 95030 • 408.395-2555

Even so, nowhere in the plans is there any indication of the need to *import* Fill material. The "Grading Quantities" table shown on Sheet 1 of 8 of Hanna Brunetti's drawings indicate a total of 1,138 cubic yards of Cut and 622 combined cubic yards of Fill. The resulting delta is 516 cu. yds of soil to be **exported**. Additionally, the amount of earthwork calculated and listed in the table for "Residence" is technically exempt and should not be considered in the overall "Grading" quantities; this work is deemed as "Excavation" and is covered under the building permit. Grading is reserved for earthwork out side of the footprint of the structure(s). Again, a subtle but important difference to be considered when evaluating projects.

Thank you for the opportunity to address these misleading statements ahead of the hearing so we can use the Council's time to stay focused on the merits of the appeal.

Regards,

Gary Kohlsaat
Architect C19245

DRAFT RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DENYING AN APPEAL OF THE DECISION OF THE PLANNING COMMISSION APPROVAL OF A REQUEST FOR CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE WITH REDUCED REAR YARD SETBACKS, SITE IMPROVEMENTS REQUIRING A GRADING PERMIT, AND REMOVAL OF LARGE PROTECTED TREES ON VACANT PROPERTY ZONED R-1:20 AND UPHOLDING THE APPROVAL.

APN 529-33-054
ARCHITECTURE AND SITE APPLICATION: S-22-048
PROPERTY LOCATION: 45 RESERVOIR ROAD
APPELLANT: MARY J. VIDOVICH
PROPERTY OWNER: FARNAZ AGAHIAN
APPLICANT: GARY KOHLSAAT, ARCHITECT

WHEREAS, on January 8, 2025, the Planning Commission held a public hearing and considered a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20, located at 45 Reservoir Road. The Planning Commission approved the Architecture and Site application;

WHEREAS, on January 17, 2025, the appellant, an interested person, filed a timely appeal of the decision of the Planning Commission approving the request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20 located at 45 Reservoir Road;

WHEREAS, this matter came before the Town Council for public hearing on March 4, 2025, and was regularly noticed in conformance with State and Town law;

WHEREAS, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. The Town Council considered all testimony and materials submitted, including the record of the Planning Commission proceedings and the packet of materials contained in the Council Agenda Report for their meeting on March 4, 2025, along with any and all subsequent reports and materials prepared concerning this application and directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission, and remanding the application back to the Planning Commission with specific direction; and

WHEREAS, on March 18, 2025, the Town Council passed and adopted Resolution 2025-009 granting the appeal of the decision of the Planning Commission and remanding the application back to the Planning Commission with specific direction; and

WHEREAS, on May 7, 2025, the applicant submitted revised application materials in response to the direction of the Town Council; and

WHEREAS, on June 11, 2025, the Planning Commission held a public hearing and considered a request to construct a new single-family residence with reduced rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20 located at 45 Reservoir Road. The Planning Commission approved the Architecture and Site application; and

WHEREAS, on June 23, 2025, the appellant, an interested person, filed a timely appeal of the decision of the Planning Commission approving the request to construct a new single-family residence with reduced rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20 located at 45 Reservoir Road; and

WHEREAS, this matter came before the Town Council for public hearing on August 5, 2025, and was regularly noticed in conformance with State and Town law;

WHEREAS, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. The Town Council considered all testimony and materials submitted, including the record of the Planning Commission proceedings and the packet of materials contained in the Council Agenda Report for their meeting on August 5, 2025, along with any and all subsequent reports and materials prepared concerning this application; and

WHEREAS, Town Code Section 29.20.295 provides that an appellant bears the burden of proof to demonstrate that there was error or abuse of discretion (including decisions that are not supported by substantial evidence in the record) by the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

In accordance with Town Code section 29.20.295, the Town Council finds that:

1. The appellant has not demonstrated that the Planning Commission's decision to approve the Architecture and Site application was error or an abuse of discretion.

2. The Town Council of the Town of Los Gatos does hereby declare, determine, and order that the following findings and considerations were properly made by the Planning Commission:

    a. <u>Finding for the California Environmental Quality Act (CEQA)</u>:

    The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15303: New Construction.

DRAFT

b. Finding required for a setback exception on a non-conforming property:

As required by Section 29.10.265 of the Town Code for modification of zoning rules on nonconforming lots, including setback requirements, driveway/access road width, and driveway depth:

1) The subject property is nonconforming with regard to lot size in that the subject property is 10,000 square feet, where 20,000 square feet is required by the R-1:20 zone, and with regard to lot width having a width of 83 feet, where 100 feet is required by the R-1:20 zone;
2) The rear setbacks would be compatible with three residences in the immediate neighborhood, that include setbacks that do not meet the requirements of the zone;
3) The driveway/access road includes portions that do not meet the 18-foot requirement, and the applicant demonstrated that the plan balances the road widening with private property limitations, fire access, tree preservation, and existing conditions;
4) The driveway depth does not meet the required length of 18 feet and the applicant demonstrated, that due to site constraints and the requirement for a firetruck turnaround, a compliant driveway depth is not feasible. While the proposed driveway is approximately three feet, six inches at its shortest point, the width of the roadway and firetruck turnaround adjacent to the garage is 49 feet, five inches, and would provide ample backup distance for vehicles exiting the garage. The private road serves five other properties, and vehicular traffic is anticipated to be minimal, limiting potential conflicts with the proposed driveway configuration.

c. Finding required for exemption to parking requirements:

As required by Section 29.10.150 (h)(2) of the Town Code to allow an exception to parking requirements, due to site constraints, including nonconforming lot size, slopes, and the private road bisecting the lot, the lot does not have adequate area to provide the two required parking spaces within the proposed garage. The applicant has provided parking to the greatest extent feasible with an attached garage in a tandem configuration. Pursuant to Town Code Section 29.10.155 (d)(3), when a garage is used to accommodate the two required parking spaces for single-family dwellings, the garage must have interior clear dimensions of at least 20 feet by 20 feet, resulting in a side-by-side parking configuration. The applicant proposes an attached two-car garage in a tandem configuration. The two provided parking spaces within the garage meet the minimum dimensions for a single-car garage parking space of 11 feet by 20 feet.

d. Finding for compliance with the Zoning Regulations:

The project meets the objective standards of Chapter 29 of the Town Code (Zoning Regulations) except for the rear setback requirements, driveway/access

road width, parking configuration, and driveway depth and the findings for these exceptions can be made, as provided above.

e. Findings for compliance with the Residential Design Guidelines:

The project complies with the Residential Design Guidelines for single-family residences. The Town's Consulting Architect reviewed the project and provided recommendations for changes to increase compatibility with the Residential Design Guidelines and the immediate neighborhood. In response to these recommendations, the applicant made modifications to the design of the residence and submitted a letter responding to the recommendations.

f. Findings for compliance with the Hillside Development Standards and Guidelines:

The project complies with the Hillside Development Standards and Guidelines except for the exceptions to grading depths, retaining wall heights, and buildings located outside of the least restrictive development area and due to site constraints, including nonconforming lot size, slopes, and the private road bisecting the lot the findings for these exceptions can be made.

g. Findings for compliance with the Hillside Specific Plan:

As required, the project complies with the Hillside Specific Plan except for the exception to the guest parking requirement. Due to site constraints, including nonconforming lot size, steep slopes, requirement for a firetruck turnaround, and the private road bisecting the lot, there is not adequate room to provide the four required guest parking spaces. The applicant provided one guest parking space, which is to the greatest extent feasible given the site constraints.

h. Considerations required in review of Architecture and Site applications:

As required by Section 29.20.150 of the Town Code, the considerations in review of an Architecture and Site application were all made in reviewing this project, including but not limited to, neighborhood compatibility, architectural design, site layout, and landscaping.

3. The Planning Commission decision is supported by substantial evidence in the record, including the following:
   - The Planning Commission made all the required findings as provided above and opined that the applicant had adequately responded to the direction provided by the Town Council in their March 18, 2025 decision to remand the applicant back to the Planning Commission.

4. The appeal of the decision of the Planning Commission approving a request to construct a new single-family residence with reduced rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20, located at 45 Reservoir Road, is denied and the

DRAFT

application approval is upheld, subject to the attached Conditions of Approval (Exhibit A).

5. The decision constitutes a final administrative decision pursuant to Code of Civil Procedure section 1094.6 as adopted by section 1.10.085 of the Town Code of the Town of Los Gatos. Any application for judicial relief from this decision must be sought within the time limits and pursuant to the procedures established by Code of Civil Procedure section 1094.6, or such shorter time as required by state and federal Law.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5th day of August 2025, by the following vote:

COUNCIL MEMBERS:
AYES:
NAYS:
ABSENT:
ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

_____
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DRAFT

This Page Intentionally Left Blank

TOWN COUNCIL – *August 5, 2025*
CONDITIONS OF APPROVAL

45 Reservoir Road
Architecture and Site Application S-22-048

Consider a Request for Approval to Construct a New Single-Family Residence with Reduced Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on a Nonconforming Vacant Property Zoned R-1:20. APN 529-33-054. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction.

Property Owner: Farnaz Agahian
Applicant: Gary Kohlsaat, Architect
Project Planner: Sean Mullin

TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DIRECTOR:

Planning Division

1. APPROVAL: This application shall be completed in accordance with all of the conditions of approval and in substantial compliance with the approved plans. Any changes or modifications to the approved plans and/or business operation shall be approved by the Community Development Director, DRC, or the Planning Commission depending on the scope of the changes.
2. EXPIRATION: The approval will expire two years from the approval date pursuant to Section 29.20.320 of the Town Code, unless the approval has been vested.
3. OUTDOOR LIGHTING: Exterior lighting shall be kept to a minimum, and shall be down directed fixtures that will not reflect or encroach onto adjacent properties. No flood lights shall be used unless it can be demonstrated that they are needed for safety or security.
4. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for any trees to be removed, prior to the issuance of a building or grading permit.
5. EXISTING TREES: All existing trees shown on the plan and trees required to remain or to be planted are specific subjects of approval of this plan, and must remain on the site.
6. ARBORIST REQUIREMENTS: The developer shall implement, at their cost, all recommendations identified in the Arborist's report for the project, on file in the Community Development Department. These recommendations must be incorporated in the building permit plans and completed prior to issuance of a building permit where applicable.
7. TREE FENCING: Protective tree fencing and other protection measures consistent with Section 29.10.1005 of the Town Code shall be placed at the drip line of existing trees prior to issuance of demolition and building permits and shall remain through all phases of construction. Include a tree protection plan with the construction plans.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties.

DRAFT

9. LANDSCAPE SPECIES: All new landscape species shall be consistent with the Hillside Development Standards and Guidelines.
10. FRONT YARD LANDSCAPE: Prior to issuance of a Certificate of Occupancy the front yard must be landscaped.
11. WATER EFFICIENCY LANDSCAPE ORDINANCE: The final landscape plan shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review.
12. STORY POLES/PROJECT IDENTIFICATION SIGNAGE: Story poles and/or project identification signage on the project site shall be removed within 30 days of approval of the Architecture and Site application.
13. EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards and Guidelines.
14. DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards and Guidelines.
15. MAINTENANCE AGREEMENT: Following the issuance of a certificate of occupancy, the property owner shall execute a five-year maintenance agreement with the Town that the property owner agrees to protect and maintain the trees shown to remain on the approved plans, trees planted as part of the tree replacement requirements, and guarantees that said trees will always be in a healthy condition during the term of the maintenance agreement.
16. TREE DEED RESTRICTION: Prior to issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that identifies the on-site trees that were used to provide screening in the visibility analysis and requires their replacement if they die or are removed.
17. NESTING BIRDS: To avoid impacts to nesting birds, the removal of trees and shrubs shall be minimized to the greatest extent feasible. Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction starts, if work is scheduled to start or if work already occurring during the nesting season stops for at least two weeks and is scheduled to resume during the bird nesting season, then a qualified biologist shall conduct a pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project construction. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 14 days prior to start of construction, with the second survey conducted with 48 hours prior to start of construction. Appropriate minimum survey radius surrounding each work area is typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. If

DRAFT

the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

18. SPECIAL-STATUS BATS: Approximately 14 days prior to tree removal or structure demolition activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and within and surrounding any structures that may be disturbed by the project. These surveys will include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.

    If no roosting sites or bats are found, a letter report confirming absence will be prepared and no further measures are required.

    If bats or roosting sites are found, a letter report and supplemental documents will be prepared prior to grading permit issuance and the following monitoring, exclusion, and habitat replacement measures will be implemented:

    a. If bats are found roosting outside of the nursery season (May 1 through October 1), they will be evicted as described under (b) below. If bats are found roosting during the nursery season, they will be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats will be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the CDFW) will be established around the roosting site within which no construction activities including tree removal or structure disturbance will occur until after the nursery season.

b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures scheduled to be disturbed by project activities, the individuals will be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction.

If needed, other methods conducted under the direction of a qualified bat biologist could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance of any structures will be conducted no earlier than the following day (i.e., at least one night will be provided between initial roost eviction disturbance and tree removal/structure disturbance). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

19. ARCHAEOLOGICAL RESOURCES AND HUMAN REMAINS:
    a. In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.
    b. If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.
    c. If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.
    d. A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.
20. DUSKY-FOOTED WOODRATS: This project will implement the following standard measures to minimize impacts on woodrats and active woodrat nests on the project site.

DRAFT

a. PRECONSTRUCTION SURVEY. A qualified biologist will conduct a preconstruction survey for San Francisco dusky-footed woodrat nests within 30 days of the start of work activities. If active woodrat nests are determined to be present in, or within 10 feet of the impact areas, the conditions below (Avoidance and/or Nest Relocation) will be implemented, as appropriate. If no active woodrat nests are present on or within 10 feet of impact areas, no further conditions are warranted.
b. AVOIDANCE. Active woodrat nests that are detected within the work area will be avoided to the extend feasible. Ideally, a minimum 10-foot buffer will be maintained between project activities and woodrat nests to avoid disturbance. In some situations, a small buffer may be allowed if, in the opinion of a qualified biologist, nest relocation (below) would represent a greater disturbance to the woodrats than the adjacent work activities.
c. NEST RELOCATION. If avoidance of active woodrat nests within and immediately adjacent to (within 10 feet of) the work areas is not feasible, then nest materials will be relocated to suitable habitat as close to the project site as possible (ideally, within or immediately adjacent to the project site).

   Relocation efforts will avoid the peak nesting season (February-July) to the maximum extent feasible. Prior to the start of construction activities, a qualified biologist will disturb the woodrat nest to the degree that all woodrats leave the nest and seek refuge outside of the construction area. Disturbance of the woodrat nest will be initiated no earlier than one hour before dusk to prevent the exposure of woodrats to diurnal predators. Subsequently, the biologist will dismantle and relocate the nest material by hand. During the deconstruction process, the biologist will attempt to assess if there are juveniles in the nest. If immobile juveniles are observed, the deconstruction process will be discontinued until a time when the biologist believes the juveniles will be capable of independent survival (typically after 2 to 3 weeks). A no-disturbance buffer will be established around the nest until the juveniles are mobile. The nest may be dismantled once the biologist has determined that adverse impacts on the juveniles would not occur.

21. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement ("the Project") from the Town shall defend (with counsel approved by Town), indemnify, and hold harmless the Town, its agents, officers, and employees from and against any claim, action, or proceeding (including without limitation any appeal or petition for review thereof) against the Town or its agents, officers or employees related to an approval of the Project, including without limitation any related application, permit, certification, condition, environmental determination, other approval, compliance or failure to comply with applicable laws and regulations, and/or processing methods ("Challenge"). Town may (but is not obligated to) defend such Challenge as Town, in its sole discretion, determines appropriate, all at applicant's sole cost and expense.

    Applicant shall bear any and all losses, damages, injuries, liabilities, costs and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded

basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any Challenge ("Costs"), whether incurred by Applicant, Town, or awarded to any third party, and shall pay to the Town upon demand any Costs incurred by the Town. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in such Challenge as Town, in its sole discretion, determines appropriate, all the applicant's sole cost and expense. No modification of the Project, any application, permit certification, condition, environmental determination, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

22. COMPLIANCE MEMORANDUM: A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

23. PERMITS REQUIRED: A Building Permit is required for the construction of the new single-family residence and attached garage. An additional Building Permit will be required for the PV System that is required by the California Energy Code.
24. APPLICABLE CODES: The current codes, as amended and adopted by the Town of Los Gatos as of January 1, 2023, are the 2022 California Building Standards Code, California Code of Regulations Title 24, Parts 1-12, including locally adopted Reach Codes.
25. CONDITIONS OF APPROVAL: The Conditions of Approval must be blue lined in full on the cover sheet of the construction plans. A Compliance Memorandum shall be prepared and submitted with the building permit application detailing how the Conditions of Approval will be addressed.
26. BUILDING and SUITE NUMBERS: Submit requests for new building addresses to the Building Division prior to submitting for the building permit application process.
27. SIZE OF PLANS: Minimum size 24" x 36", maximum size 30" x 42".
28. SOILS REPORT: A Soils Report, prepared to the satisfaction of the Building Official, containing foundation, and retaining wall design recommendations, shall be submitted with the Building Permit Application. This report shall be prepared by a licensed Civil Engineer specializing in soils mechanics.
29. SHORING: Shoring plans and calculations will be required for all excavations which exceed five (5) feet in depth, or which remove lateral support from any existing building, adjacent property, or the public right-of-way. Shoring plans and calculations shall be prepared by a California licensed engineer and shall confirm to the Cal/OSHA regulations.
30. FOUNDATION INSPECTIONS: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project Building Inspector at foundation inspection. This certificate shall certify compliance with the recommendations as specified in the Soils Report, and that the building pad elevations and on-site retaining wall locations and elevations have been prepared according to the approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered Civil Engineer for the following items:
    a. Building pad elevation
    b. Finish floor elevation

DRAFT

c. Foundation corner locations
d. Retaining wall(s) locations and elevations

31. TITLE 24 ENERGY COMPLIANCE: All required California Title 24 Energy Compliance Forms must be blue-lined (sticky-backed), i.e., directly printed, onto a plan sheet.
32. TOWN RESIDENTIAL ACCESSIBILITY STANDARDS: New residential units shall be designed with adaptability features for single-family residences per Town Resolution 1994-61:
    a. Wood backing (2" x 8" minimum) shall be provided in all bathroom walls, at water closets, showers, and bathtubs, located 34 inches from the floor to the center of the backing, suitable for the installation of grab bars if needed in the future.
    b. All passage doors shall be at least 32-inch-wide doors on the accessible floor level.
    c. The primary entrance door shall be a 36-inch-wide door including a 5'x 5' level landing, no more than 1 inch out of plane with the immediate interior floor level and with an 18-inch clearance at interior strike edge.
    d. A door buzzer, bell or chime shall be hard wired at primary entrance.
33. BACKWATER VALVE: The scope of this project may require the installation of a sanitary sewer backwater valve per Town Ordinance 6.50.025. Please provide information on the plans if a backwater valve is required and the location of the installation. The Town of Los Gatos Ordinance and West Valley Sanitation District (WVSD) requires backwater valves on drainage piping serving fixtures that have flood level rims less than 12 inches above the elevation of the next upstream manhole.
34. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
35. WILDLAND-URBAN INTERFACE: This project is located in a Wildland-Urban Interface High Fire Area and must comply with Section R337 of the 2019 California Residential Code, Public Resources Code 4291 and California Government Code Section 51182.
36. PROVIDE DEFENSIBLE SPACE/FIRE BREAK LANDSCAPING PLAN: Prepared by a California licensed Landscape Architect in conformance with California Public Resources Code 4291 and California Government Code Section 51182.
37. PRIOR TO FINAL INSPECTION: Provide a letter from a California licensed Landscape Architect certifying the landscaping and vegetation clearance requirements have been completed per the California Public Resources Code 4291 and Government Code Section 51182.
38. SPECIAL INSPECTIONS: When a special inspection is required by CBC Section 1704, the Architect or Engineer of Record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the Building Permit. The Town Special Inspection form must be completely filled-out and signed by all requested parties prior to permit issuance. Special Inspection forms are available online at www.losgatosca.gov/building.
39. BLUEPRINT FOR A CLEAN BAY SHEET: The Town standard Santa Clara Valley Nonpoint Source Pollution Control Program Sheet (page size same as submitted drawings) shall be part of the plan submittal as the second page. The specification sheet is available online at www.losgatosca.gov/building.
40. APPROVALS REQUIRED: The project requires the following departments and agencies approval before issuing a building permit:

DRAFT

a. Community Development – Planning Division: (408) 354-6874
b. Engineering/Parks and Public Works Department: (408) 399-5771
c. Santa Clara County Fire Department: (408) 378-4010
d. West Valley Sanitation District: (408) 378-2407
e. Local School District: The Town will forward the paperwork to the appropriate school district(s) for processing. A copy of the paid receipt is required prior to permit issuance.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS and PUBLIC WORKS:

Engineering Division

41. GENERAL: All public improvements shall be made according to the latest adopted Town Standard Plans, Standard Specifications and Engineering Design Standards. All work shall conform to the applicable Town ordinances. The adjacent public right-of-way shall be kept clear of all job-related mud, silt, concrete, dirt and other construction debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless an encroachment permit is issued by the Engineering Division of the Parks and Public Works Department. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the issuance of correction notices, citations, or stop work orders and the Town performing the required maintenance at the Owner's expense.
42. PAYMENT OPTIONS:
    a. All payments regarding fees and deposits can be mailed to:
    Town of Los Gatos PPW – Attn: Engineering Dept
    41 Miles Avenue
    Los Gatos, CA 95030

    Or hand deliver/drop off payment in engineering lock box
    Checks made out to **"Town of Los Gatos"** and should mention **address and application number** on memo/note line.
43. APPROVAL: This application shall be completed in accordance with all the conditions of approval listed below and in substantial compliance with the latest reviewed and approved development plans. Any changes or modifications to the approved plans or conditions of approvals shall be approved by the Town Engineer.
44. CONSTRUCTION PLAN REQUIREMENTS: Construction drawings shall comply with Section 1 (Construction Plan Requirements) of the Town's Engineering Design Standards, which are available for download from the Town's website.
45. CHANGE OF OCCUPANCY: Prior to initial occupancy and any subsequent change in use or occupancy of any non-residential condominium space, the buyer or the new or existing occupant shall apply to the Community Development Department and obtain approval for use determination and building permit and obtain inspection approval for any necessary work to establish the use and/or occupancy consistent with that intended.
46. GENERAL LIABILITY INSURANCE: The property owner shall provide proof of insurance to

DRAFT

the Town on a yearly basis. In addition to general coverage, the policy must cover all elements encroaching into the Town's right-of-way.

47. PUBLIC WORKS INSPECTIONS: The Owner, Applicant and/or Developer or their representative shall notify the Engineering Inspector at least twenty-four (24) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all work in the Town's right-of-way. Failure to do so will result in penalties and rejection of any work that occurred without inspection.
48. RESTORATION OF PUBLIC IMPROVEMENTS: The Owner, Applicant and/or Developer or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner, Applicant and/or Developer or their representative's operations. Improvements such as, but not limited to curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired and replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed, therefore. Existing improvement to be repaired or replaced shall be at the direction of the Engineering Construction Inspector and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the Engineering Construction Inspector shall be completed before the issuance of a certificate of occupancy. The Owner, Applicant and/or Developer or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.
49. PLAN CHECK FEES: Plan check fees associated with the Grading Permit shall be deposited with the Engineering Division of the Parks and Public Works Department prior to the commencement of plan check review.
50. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
51. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of permits or recordation of maps.
52. DESIGN CHANGES: Any proposed changes to the approved plans shall be subject to the approval of the Town prior to the commencement of any and all altered work. The Owner's project engineer shall notify, in writing, the Town Engineer at least seventy-two (72) hours in advance of all the proposed changes. Any approved changes shall be incorporated into the final "as-built" plans.
53. PLANS AND STUDIES: All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California and submitted to the Town Engineer for review and approval. Additionally, any post-project traffic or parking counts, or other studies imposed by the Planning Commission or Town Council shall be funded by the Owner, Applicant and/or Developer.
54. GRADING PERMIT DETERMINATION DURING CONSTRUCTION DRAWINGS: In the event that, during the production of construction drawings and/or during construction of the plans approved with this application by the Town of Los Gatos, it is determined that a grading permit would be required as described in Chapter 12, Article II (Grading Permit) of

the Town Code of the Town of Los Gatos, an Architecture and Site Application would need to be submitted by the Owner for review and approval by the Development Review Committee prior to applying for a grading permit.

55. ILLEGAL GRADING: Per the Town's Comprehensive Fee Schedule, applications for work unlawfully completed shall be charged double the current fee. As a result, the required grading permit fees associated with an application for grading will be charged accordingly.
    a. DUST CONTROL: Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three (3) times daily or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets shall be cleaned by street sweepers or by hand as often as deemed necessary by the Town Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one (1) late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Town. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed twenty (20) miles per hour (MPH). All trucks hauling soil, sand, or other loose debris shall be covered.
56. CONSTRUCTION ACTIVITIES: All construction shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinance, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
57. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris SHALL NOT be washed into the Town's storm drains.
58. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
59. GOOD HOUSEKEEPING: Good housekeeping practices shall be observed at all times during the course of construction. All construction shall be diligently supervised by a person, or persons authorized to do so at all times during working hours. The Owner's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in penalties and/or the Town performing the required maintenance at the Owner's expense
60. SITE DESIGN MEASURES: This project shall incorporate at least one of the following measures:
    a. Protect sensitive areas and minimize changes to the natural topography.
    b. Minimize impervious surface areas.
    c. Direct roof downspouts to vegetated areas.

DRAFT

d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
e. Use landscaping to treat stormwater.

61. CONSTRUCTION HOURS: All subdivision improvements and site improvements construction activities, including the delivery of construction materials, labors, heavy equipment, supplies, etc., shall be limited to the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays. The Town may authorize, on a case-by-case basis, alternate construction hours. The Owner, Applicant and/or Developer shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
62. CONSTRUCTION NOISE: Between the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. Saturdays, construction, alteration, or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet from the source. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.
63. SANITARY SEWER CLEANOUT: Sanitary sewer cleanouts shall be relocated within the property in question.
64. PRECONSTRUCTION MEETING: Prior to issuance of any grading or building permits or the commencement of any site work, the general contractor shall:
    a. Along with the Owner, Applicant and/or Developer, attend a pre-construction meeting with the Town Inspector to discuss the project conditions of approval, working hours, site maintenance, and other construction matters.
    b. Acknowledge in writing that they have read and understand the project conditions of approval and will make certain that all project sub-contractors have read and understand them as well prior to commencing any work, and that a copy of the project conditions of approval will be posted on-site at all times during construction.
65. CONSTRUCTION VEHICLE PARKING: Construction vehicle parking within the public right-of- way will only be allowed if it does not cause access or safety problems as determined by the Town.
66. STREET/SIDEWALK CLOSURE: Any proposed blockage or partial closure of the street and/or sidewalk requires an encroachment permit. Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.
67. GRADING PERMIT: A grading permit is required for all site grading and drainage work except for exemptions listed in Section 12.20.015 of The Code of the Town of Los Gatos (Grading Ordinance). Grading work taking place either simultaneously, on-site is considered eligible for the grading permit process and could be counted toward quantities, depending on permit status. After the preceding Architecture and Site Application has been approved by the respective deciding body and the appeal period has passed, the grading permit application with grading plans and associated required materials shall be submitted via email to the PPW engineer assigned to the AandS review. Plan check fees (determined after initial submittal) shall be sent to the Engineering Division of the Parks and Public Works

DRAFT

Department located at 41 Miles Avenue. The grading plans shall include topographic map/existing conditions, final grading, drainage, retaining wall location(s), driveway, utility sheet and erosion control. Grading plans shall list earthwork quantities and a table of existing and proposed impervious areas. Unless specifically allowed by the Director of Parks and Public Works, the grading permit will be issued concurrently with the building permit. The grading permit is for work outside the building footprint(s). Prior to Engineering signing off and closing out on the issued grading permit, the Owner's soils engineer shall verify, with a stamped and signed letter, that the grading activities were completed per plans and per the requirements as noted in the soils report. A separate building permit, issued by the Building Department, located at 110 E. Main Street, is needed for grading within the building footprint.

68. SECURITY OF PERFORMANCE: Prior to approval of the grading permit, the applicant shall provide security for the performance of the work described and delineated on the approved grading plans. The form of security shall be one (1) or a combination of the following to be determined by the Town Engineer and subject to the approval of the Town Attorney
    a. Bond or bonds issued by one (1) or more duly authorized corporate sureties on a form approved by the Town.
    b. Deposit, with the Town, money, negotiable bonds of the kind approved for securing deposits of public monies, or other instrument of credit from one (1) or more financial institutions subject to regulation by the State or Federal Government wherein such financial institution pledges funds are on deposit and guaranteed for payment.
69. GRADING ACTIVITY RESTRICTIONS: Upon receipt of a grading permit, any and all grading activities and operations shall not occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15).
70. CONSTRUCTION EASEMENT: Prior to the issuance of a grading or building permit, it shall be the sole responsibility of the Owner, Applicant and/or Developer to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed. Proof of agreement/approval is required prior to the issuance of any Permit.
71. DRAINAGE STUDY: Prior to the issuance of any grading or building permits, the following drainage studies shall be submitted to and approved by the Town Engineer: a drainage study of the project including diversions, off-site areas that drain onto and/or through the project, and justification of any diversions; a drainage study evidencing that the proposed drainage patterns will not overload the existing storm drain facilities; and detailed drainage studies indicating how the project grading, in conjunction with the drainage conveyance systems (including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding) will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood.
72. DRAINAGE IMPROVEMENT: Prior to the issuance of any grading permits, the Owner, Applicant and/or Developer shall: a) design provisions for surface drainage; and b) design all necessary storm drain facilities extending to a satisfactory point of disposal for the

proper control and disposal of storm runoff; and c) provide a recorded copy of any required easements to the Town.

73. TREE REMOVAL: Copies of all necessary tree removal permits shall be provided prior to the issuance of a building permit. An arborist report may be necessary.
74. SURVEYING CONTROLS: Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer qualified to practice land surveying, for the following items:
    a. Retaining wall: top of wall elevations and locations.
    b. Toe and top of cut and fill slopes.
75. RETAINING WALLS: A building permit, issued by the Building Department, located at 110 E. Main Street, may be required for site retaining walls. Walls are not approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
76. PROXIMITY OF RETAINING WALLS TO ADJACENT BUILDINGS: Prior to the issuance of a grading or building permit, structural details for the proposed retaining walls located immediately adjacent to or in the immediate vicinity of existing buildings on adjoining lots shall be submitted confirming that said walls will not negatively affect the structural integrity of these buildings.
77. WEST VALLEY SANITATION DISTRICT: All sewer connection and treatment plant capacity fees shall be paid either immediately prior to the issuance of a sewer connection permit. Written confirmation of payment of these fees shall be provided prior to issuance of the Grading Permit.
78. GEOLOGY AND SOILS MITIGATION MEASURE: A geotechnical investigation shall be conducted for the project to determine the surface and sub-surface conditions at the site and to determine the potential for surface fault rupture on the site. The geotechnical study shall provide recommendations for site grading as well as the design of foundations, retaining walls, concrete slab-on-grade construction, excavation, drainage, on-site utility trenching and pavement sections. All recommendations of the investigation shall be incorporated into project plans.
79. GEOTECHNICAL/GEOLOGICAL ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner’s soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing shall be documented in an “as-built” letter/report prepared by the Owner’s soils engineer and submitted to the Town before a certificate of occupancy is granted.
80. FENCES: Fences between all adjacent parcels will need to be located on the property lines/boundary lines. Any existing fences that encroach into the neighbor’s property will need to be removed and replaced to the correct location of the boundary lines before a Certificate of Occupancy for any new building can be issued. Waiver of this condition will require signed and notarized letters from all affected neighbors.
81. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of any building or grading permit, the Owner shall pay the project's proportional share of transportation improvements

DRAFT

needed to serve cumulative development within the Town of Los Gatos. The fee amount will be based upon the Town Council resolution in effect at the time the building permit is issued.

82. PRECONSTRUCTION PAVEMENT SURVEY: Prior to issuance of any grading or building permit, the Owner, Applicant and/or Developer shall complete a pavement condition survey documenting the extent of existing pavement defects using a smartphone video (in Landscape orientation only) or digital video camera. The survey shall extend the length of Reservoir Road and the connecting private access driveway. The results shall be documented in a report and submitted to the Town for review.
83. POSTCONSTRUCTION PAVEMENT SURVEY: The Owner, Applicant and/or Developer shall complete a pavement condition survey covering the same sections of roads documented in the Preconstruction Pavement Survey to determine whether road damage occurred as a result of project construction and whether there were changes in pavement strength. Rehabilitation improvements required to restore the pavement to pre-construction condition. The results shall be documented in a report and submitted to the Town for review and approval before a Certificate of Occupancy for any new building can be issued. The Owner, Applicant and/or Developer shall be responsible for completing any required road repairs prior to release of the faithful performance bond.
84. ON-SITE/OFF-SITE PARKING: Parking spaces shall be paved with a compacted base not less than four (4) inches thick, surfaced with asphaltic concrete or Portland cement concrete pavement or other surfacing (e.g.: permeable paving materials, interlocking pavers and ribbon strip driveways) approved by the Town Engineer.
85. TRAFFIC CONTROL PLAN: If a traffic control plan is required, it must be submitted and approved by the Town Engineer prior to the issuance of an encroachment, grading or building permit. This plan shall include, but not be limited to, the following measures:
    a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, special events, and other projects in the area. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.
    b. Flag persons shall be placed at locations necessary to control one-way traffic flow. All flag persons shall have the capability of communicating with each other to coordinate the operation.
    c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation.
86. HAULING OF SOIL: Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Director of Parks and Public Works. Prior to the issuance of a grading or building permit, the Owner and/or Applicant or their representative shall work with the Town Building Department and Engineering Division Inspectors to devise a traffic control plan to ensure safe and efficient traffic flow under periods when soil is hauled on or off the project site. This may include but is not limited to provisions for the Owner and/or Applicant to place construction notification signs noting the dates and time of construction and hauling activities or providing additional traffic

DRAFT

control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand, and other loose debris.

87. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any grading or building permits, the Owner and/or Applicant's design consultant shall submit a construction management plan sheet (full-size) within the plan set that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, materials storage area(s), construction trailer(s), concrete washout(s) and proposed portable restroom locations. Please refer to the Town's Construction Management Plan Guidelines document for additional information.
88. SHARED PRIVATE STREET: The private street accessing the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
89. EMERGENCY VEHICLE ACCESS: The Emergency Vehicle Access Easement (EVAE) that traverses the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
90. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any grading or building permits, the Owner, Applicant and/or Developer shall coordinate with the Santa Clara County Fire Department to ensure that any proposed modifications to the Emergency Vehicle Access Easement that traverses the Project Site are curvilinear, allows for the Department's equipment to travel across said easement, and meets all Department specifications. Plans shall be submitted to the Santa Clara County Fire Department for approval prior to construction.
91. WVSD (West Valley Sanitation District): Sanitary sewer laterals are televised by West Valley Sanitation District and approved by the Town of Los Gatos before they are used. A Sanitary Sewer Clean-out is required at the property line, within one (1) foot of the property line, or at a location specified by the Town.
92. SANITARY SEWER BACKWATER VALVE: Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Building Official. The Town shall not incur any liability or responsibility for damage resulting from a sewer overflow where the property owner or other person has failed to install a backwater valve as defined in the Uniform Plumbing Code adopted by the Town and maintain such device in a functional operation condition.

    Evidence of West Sanitation District's decision on whether a backwater device is needed shall be provided prior to the issuance of a building permit.
93. RELOCATION OF TRASH AND RECYCLING COLLECTION LOCATION: Prior to the issuance of any permits, an approval letter from West Valley Collection and Recycling accepting the

trash and recycling collection locations shall be provided to the Town.

94. BEST MANAGEMENT PRACTICES (BMPs): The Owner, Applicant and/or Developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Best Management Practices (BMPs) shall be maintained and be placed for all areas that have been graded or disturbed and for all material, equipment and/or operations that need protection. Removal of BMPs (temporary removal during construction activities) shall be replaced at the end of each working day. Failure to comply with the construction BMP will result in the issuance of correction notices, citations, or stop work orders.
95. INFILTRATION TRENCHES: The following requirements apply to the proposed infiltration trenches:
    a. Prior to completion of the Final Stormwater Control Plan, a geotechnical engineer shall review the design of the infiltration trenches and retaining walls along the portion of the road within the property boundary and determine whether additional structural supports are needed to ensure stability of the road and the adjacent hillside during the wet season.
    b. The assumed infiltration rate shall be verified with actual site-specific soils data prior to the Final Stormwater Control Plan for the development. If the infiltration rate is lower, a hydrologic analysis shall be conducted to ensure that the proposed trench sizes are adequate.
    c. The infiltration trench shall be protected from sediment generated during construction of homes on the lots. The proposed source control measures shall be indicated on the project plans.
    d. Maintenance of stormwater treatment and the infiltration trenches shall be the responsibility of the property owner and/or future property owners.
96. UNLAWFUL DISCHARGES: It is unlawful to discharge any wastewater or cause hazardous domestic waste materials to be deposited in such a manner or location as to constitute a threatened discharge, into storm drains, gutters, creeks or the San Francisco Bay. Unlawful discharges to storm drains include, but are not limited to: discharges from toilets, sinks, industrial processes, cooling systems, boilers, fabric cleaning, equipment cleaning, or vehicle cleaning.
97. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department during the grading permit application process. A maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping, shall be included. Interim erosion control method shall include, but are not limited to silt fences, fiber rolls (with locations and details), erosion control blankets,

    Town standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months.
98. AIR QUALITY: To limit the project's construction-related dust and criteria pollutant

emissions, the following the Bay Area Air Quality Management District (BAAQMD)-recommended basic construction measures shall be included in the project's grading plan, building plans, and contract specifications:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, or otherwise kept dust-free.
b. All haul trucks designated for removal of excavated soil and demolition debris from site shall be staged off-site until materials are ready for immediate loading and removal from site.
c. All haul trucks transporting soil, sand, debris, or other loose material off-site shall be covered.
d. As practicable, all haul trucks and other large construction equipment shall be staged in areas away from the adjacent residential homes.
e. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day, or as deemed appropriate by Town Engineer. The use of dry power sweeping is prohibited. An on-site track-out control device is also recommended to minimize mud and dirt-track-out onto adjacent public roads.
f. All vehicle speeds on unpaved surfaces shall be limited to fifteen (15) miles per hour.
g. All driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within forty-eight (48) hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. Please provide the BAAQMD's complaint number on the sign: 24-hour toll-free hotline at 1-800-334-ODOR (6367).
i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed twenty (20) miles per hour.
j. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.

99. DETAILING OF STORMWATER MANAGEMENT FACILITIES: Prior to the issuance of any grading or building permits, all pertinent details of any and all proposed stormwater management facilities, including, but not limited to, ditches, swales, pipes, bubble-ups, dry wells, outfalls, infiltration trenches, detention basins and energy dissipaters, shall be provided on submitted grading and drainage plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
100. WATER FEATURES: New swimming pools, hot tubs, spas and/or fountains shall have a connection to the sanitary sewer system, subject to West Valley Sanitation District's authority and standards, to facilitate draining events. Discharges from these feature(s) shall be directed to the sanitary sewer and are not allowed into the storm drain system.
101. SITE DRAINAGE: Rainwater leaders shall be discharged to splash blocks. On-site drainage

DRAFT

systems for all projects shall include one of the alternatives included in section C.3.i of the Municipal Regional NPDES Permit. These include storm water reuse via cisterns or rain barrels, directing runoff from impervious surfaces to vegetated areas and use of permeable surfaces. If stormwater treatment facilities are to be used, they shall be placed a minimum of ten (10) feet from the adjacent property line and/or right-of-way. Alternatively, the facility(ies) may be located with an offset between 5 and 10 feet from the adjacent property and/or right-of-way line(s) if the responsible engineer in charge provides a stamped and signed letter that addresses infiltration and states how facilities, improvements and infrastructure will not adversely affect the adjacent property. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

102. GENERAL: Review of this Developmental proposal is limited to acceptability of site access, water supply and may include specific additional requirements as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
103. NOTE: The subject property is located within the Very High Fire Hazard Severity Zone (VHFHSZ) of the Local Responsibility Area (LRA). Pursuant to California Public Resources Code (PRC) 4290, the California Board of Forestry and Fire Protection is required to "…adopt regulations implementing minimum fire safety standards related to defensible space" applicable to "the perimeters and access to all residential, commercial, and industrial building construction." In 2018, the Legislature passed and the Governor signed SB 901 (Dodd), which expanded the applicability of the regulations promulgated under PRC 4290 to land in the Local Responsibility Area (LRA) Very High Fire Hazard Severity Zone. Where a conflict exists between local and 4290 requirements, the more stringent requirement shall apply. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.08. All comments below that result from PRC 4290 are identified by **.
104. **WIDTH: (a) All roads shall be constructed to provide a minimum of two ten (10) foot traffic lanes, not including shoulder and striping. These traffic lanes shall provide for two-way traffic flow to support emergency vehicle and civilian egress, unless other standards are provided in this article or additional requirements are mandated by local jurisdictions or local subdivision requirements. Vertical clearances shall conform to the requirements in California Vehicle Code section 35250. (b) All one-way roads shall be constructed to provide a minimum of one twelve (12) foot traffic lane, not including shoulders. The local jurisdiction may approve one-way roads. (1) All one-way roads shall, at both ends, connect to a road with two traffic lanes providing for travel in different directions, and shall provide access to an area currently zoned for no more than ten (10) residential units. (2) In no case shall a one-way road exceed 2,640 feet in length. A turnout shall be placed and constructed at approximately the midpoint of each one-way road. (c) All driveways

shall be constructed to provide a minimum of one (1) ten (10) foot traffic lane, fourteen (14) feet unobstructed horizontal clearance, and unobstructed vertical clearance of thirteen feet, six inches (13' 6”). California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2 Articles 1-5, § 1273.01.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

105. **ROAD SURFACES: (a) Roads shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds and provide an aggregate base. (b) Driveways and road and driveway structures shall be designed and maintained to support at least 40,000 pounds. (c) Project proponent shall provide engineering specifications to support design, if requested by the local authority having jurisdiction. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.02.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
106. **GRADES: (a) At no point shall the grade for all roads and driveways exceed 16 percent. (b) The grade may exceed 16%, not to exceed 20%, with approval from the local authority having jurisdiction and with mitigations to provide for same practical effect. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.03.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
107. **RADIUS: (a) No road or road structure shall have a horizontal inside radius of curvature of less than fifty (50) feet. An additional surface width of four (4) feet shall be added to curves of 50-100 feet radius; two (2) feet to those from 100-200 feet. (b) The length of vertical curves in roadways, exclusive of gutters, ditches, and drainage structures designed to hold or divert water, shall be not less than one hundred (100) feet. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.04.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
108. **TURNAROUND: (As noted on sheet A-4 and sheet 4) (a) Turnarounds are required on driveways and dead- end roads. (b) The minimum turning radius for a turnaround shall be forty (40) feet, not including parking, in accordance with the figures in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is used instead, the top of the “T” shall be a minimum of sixty (60) feet in length.(c) Driveways exceeding 150 feet in length, but less than 800 feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds 800 feet, turnouts shall be provided no more than 400 feet apart. (d) A turnaround shall be provided on driveways over 300 feet in length and shall be within fifty (50) feet of the building.(d) Each dead-end road shall have a turnaround constructed at its terminus. Where parcels are zoned five (5) acres or larger, turnarounds shall be provided at a maximum of 1,320 foot intervals.(e) Figure A. Turnarounds on roads with two ten-foot traffic lanes. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, § 1273.05.
-Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.

109. PRC 4290 REQUEST FOR EXCEPTION CONDITIONS OF APPROVAL:
    a. A copy of the Alternate Means/Methods application form including approval signature, exhibits, and these comments shall be made part of the building permit drawing set, to be routed to Santa Clara County Fire Department for final approval.
    b. Sign(s) to be provided:
        - At Reservoir St indicating the turnaround is onsite.
        - At turnaround indicating the turnaround location and no parking in the turn around.
    c. Language and location of these signs to be provided on building permit drawings, and approved prior to building permit issuance.
110. FIRE SPRINKLERS REQUIRED: (As Noted on Sheet A1) Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.12 whichever is the more restrictive and Sections 903.2.14 through 903.2.21. For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.
111. REQUIRED FIRE FLOW: (Letter received) The minimum require fireflow for this project is 875 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.3]
112. FIRE DEPARTMENT (ENGINE) DRIVEWAY TURNAROUND REQUIRED: (As noted on sheet A-4 and sheet 4) Provide an approved fire department engine driveway turnaround with a minimum radius of 36 feet outside and 23 feet inside. Maximum grade in any direction shall be a maximum of 5%. Installations shall conform with Fire Department Standard Details and Specifications D-1. CFC Sec. 503.
    -Approved Request of Exception PC 24-2558. See comment number 108 for conditions of approval.
113. WILDLAND-URBAN INTERFACE: This project is located within the designated Wildland-Urban Interface Fire Area. The building construction shall comply with the provisions of California Building Code (CBC) Chapter 7A. Note that vegetation clearance shall be in compliance with CBC Section 701A.3.2.4 prior to project final approval. Check with the Planning Department for related landscape plan requirements.
114. WATER SUPPLY REQUIREMENTs: (As Noted on Sheet A1) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2019 CFC Sec. 903.3.5 and Health and Safety Code 13114.7.

DRAFT

115. ADDRESS IDENTIFICATION: (As Noted on Sheet A1) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1.
116. CONSTRUCTION SITE FIRE SAFETY: (As Noted on Sheet A1) All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.
117. EMERGENCY GATE/ACCESS GATE REQUIREMENTS: (As Noted on Sheet A1) Gate installations shall conform with Fire Department Standard Details and Specification G-1 and, when open shall not obstruct any portion of the required width for emergency access roadways or driveways. Locks, if provided, shall be fire department approved prior to installation. Gates across the emergency access roadways shall be equipped with an approved access devices. If the gates are operated electrically, an approved Knox key switch shall be installed; if they are operated manually, then an approved Knox padlock shall be installed.
118. GENERAL: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the fire code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance [CFC, Ch.1, 105.3.6].

DRAFT

This Page Intentionally Left Blank

DRAFT

From: Emily Baratzadeh
To: Sean Mullin
Cc: Kia Baratzadeh
Subject: 45 Reservoir Project
Date: Wednesday, July 16, 2025 11:15:08 AM

[EXTERNAL SENDER]

Dear Sean and Council Members,

My husband, Kia Baratzadeh, and I would like to express why we are in support of the home project at 45 Reservoir Rd. It appears there was a letter in the most recent appeal stating that our pool project is contingent on the support of Farnaz and her project. However, our pool project was finaled with the Town of Los Gatos and this is false information. We are in support of her project because we feel it will benefit the whole neighborhood. For one, having a vacant lot behind our yard is not ideal as it encourages wild animals to surface. There have been multiple coyote sightings on Reservoir Rd. We are also in support of the project because adding a home here will increase the value of our neighborhood. And finally, but most importantly, this new home will bring with it friendly neighbors. We have formed great relationships with our neighbors on 26 Rogers and 55 Rogers Rd and look forward to our new neighbors at 45 Reservoir.

Thank You,

Emily and Kia Baratzadeh

This Page Intentionally Left Blank

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 08/05/2025
ITEM NO: 19

DATE: July 31, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Receive an Update on the Town's Federal Funding and Grants and Consider Federal Actions Impacting the Town**

RECOMMENDATION: Receive an update on the Town's federal funding and consider federal actions impacting the Town.

FISCAL IMPACT:

The Town has been awarded approximately $10,000,000 in federal funding. Approximately $4.2 million of this funding has not yet been received and could potentially be subject to current and future changes in federal policy.

STRATEGIC PRIORITY:

This item aligns with the Town's Core Goal of Fiscal Stability and the strategic priority to ensure prudent financial management.

BACKGROUND:

On January 27, 2025, the President's Office of Management and Budget (OMB) released memo M-25-13, initiating a temporary pause on the disbursement of federal financial assistance, including grants and loans. This action aimed to review programs aligned with the administration's policies, particularly targeting initiatives related to diversity, equity, and inclusion (DEI), and environmental projects associated with the Green New Deal. The White House provided guidance that the pause was limited to programs, projects, and activities implicated by the President's EOs, "such as ending DEI, the Green New Deal, and funding nongovernmental organizations that undermine the national interest."

PREPARED BY: Katy Nomura
Assistant Town Manager

Reviewed by: Town Manager, Town Attorney, and Finance Director

On January 29, 2025, the OMB withdrew memo M-25-13 while the White House maintained that the intent of the executive orders related to the funding freeze remained unchanged, leading to ongoing confusion and legal challenges.

During the February 4, 2025, Town Council meeting, Mayor Matthew Hudes and Vice-Mayor Rob Moore requested that the Town Council discuss the potential impact of federal actions at a future meeting.

On March 18, 2025, the Town Council discussed the potential impact of federal actions on the Town's federal funding sources and requested that an update be provided every other month, skipping July, to allow them to discuss the impacts as well as potential actions. This report serves as that update.

The landscape of federal policy, federal funding, and corresponding legal challenges continues to change. All federal funding should be closely monitored.

DISCUSSION:

Attachment 1 outlines the Town's current federal funding. In addition to this information, notable updates are included below.

Emergency Management Performance Grant (EMPG):
This grant is administered to the Town through the County. The County has successfully received reimbursement for the EMPG funds and has provided funding in full to the Town in the amount of $14,866. The original grant agreement allowed for up to $15,300; however, the total costs came in at $14,866. The grant is completed and the Town is fully reimbursed.

Los Gatos Creek Trail Connector:
This project was recently completed, and staff presented the final project close out to the Town Council in June. That project was funded through a series of grant programs including, One Bay Area Grant (OBAG), Transportation Fund for Clean Air (TFCA), Transportation Development Act (TDA), and VTA Measure B.

Currently, there is $6,193,000 of federal funding in an open OBAG grant for this project. The Town has expended $6,192,579 and has received $5,714,089 in reimbursements to date. Staff is working with the vendor on final invoicing in order to submit the final reimbursement request.

Open Space Vegetation Management (FEMA HMGP Grant):
Field implementation of this program started in March 2025 and completed in June 2025. In April 2025, staff submitted a reimbursement request for $118,803 to the California Office of Emergency Services. This reimbursement was received on June 6th. In July, staff submitted a reimbursement request for $912,495 and CalOES staff has confirmed that the Town should

expect reimbursements to be processed as planned. For all vegetation management grants, staff is aiming to only expend up to the amount the Town has committed to in funding and waiting for reimbursements to come through before expending further funding. However, after receiving assurances from CalOES that the funding would be reimbursed, staff allowed the project to continue to completion.

CONCLUSION:

The landscape of federal funding and associated legal challenges continues to evolve. Staff will continue to monitor the situation.

COORDINATION:

This report was coordinated with all Town Departments.

ENVIRONMENTAL ASSESSMENT:

This report is not a project defined under CEQA, and no further action is required.

Attachments:
1. Town Federal Funding Update August 2025

FEDERALLY FUNDED GRANTS AND ASSSISTANCE PROGRAMS						
NAME OF PROGRAM	**GRANTING AGENCY**	**DESCRIPTION OF GRANT**	**TOTAL GRANT AMOUNT**	**AMOUNT EXPENDED TO DATE**	**AMOUNT EXPENDED BUT NOT REIMBURSED**	**AMOUNT NOT YET RECEIVED**
OBAG 2	Federal Highway Administration	Grant for construction of the Los Gatos Creek Trail Connector the Highway 9 Project. Awarded in 2023.	$6,193,000	$6,192,579	$478,490	$478,911
FEMA HMGP Open Space Management	CalOES / FEMA	Vegetation Management in Town owned Open Space. Awarded in 2019. Note: Total grant amount has been updated per grant supplements.	Grant: $1,693,797 Town Match: $551,844	Grant: $1,201,693 Town Match: $395,455	Grant: $1,031,666	Grant: $1,523,769
FEMA HMGP Roadside Vegetation Management	CalOES / FEMA	Roadside Vegetation Management. Awarded in 2021.	Grant: $1,467,388 Town Match: $489,130	$0	$0	$1,467,388
USDA Roadside Vegetation Management	US Forest Service	Roadside Vegetation Management. Awarded in 2022.	Grant: $750,000 Town Match: $750,000	Grant: $0 Town Match: $186,300	$0	$750,000

ATTACHMENT 1

NAME OF PROGRAM	GRANTING AGENCY	DESCRIPTION OF GRANT	TOTAL GRANT AMOUNT	AMOUNT EXPENDED TO DATE	AMOUNT EXPENDED BUT NOT REIMBURSED	AMOUNT NOT YET RECEIVED
Library E-Rate	Federal Communications Commission (FCC) funds administered by the California Teleconnect Fund through the CalREN program	This program provides subsidy to significantly reduce the cost of the Library's Broadband internet, including offsetting costs of hardware replacement, upkeep of servers, and maintenance of fiber connections. Historically, this is a recurring grant awarded annually.	$8,500	$1,600	$0	$6,900
BELOW GRANTS ARE FULLY COMPLETE AND REIMBURSED						
Library Services Act Grant for Ebooks	Federal Institute of Museum of Library Services funds administered by the California State Library's Library Services and Technology Act.	This grant provides funding to acquire e-books for public use. Awarded in 2024.	$2,900	$2,900	$0	$0

NAME OF PROGRAM	GRANTING AGENCY	DESCRIPTION OF GRANT	TOTAL GRANT AMOUNT	AMOUNT EXPENDED TO DATE	AMOUNT EXPENDED BUT NOT REIMBURSED	AMOUNT NOT YET RECEIVED
Library Services Act Grants for Zipbooks, Early Learning, and Sustainability	Federal Institute of Museum of Library Services funds administered by the California State Library's Library Services and Technology Act.	Various competitive grants that the Library typically applies for and receives to bolster services for programs and collections. Awarded in 2023.	$43,500	43,500	$0	$0
Emergency Management Performance Grant (EMPG)	CalOES / FEMA	Funding for the purpose of sustaining and improving comprehensive emergency management programs. Historically, this is a recurring grant awarded annually. (Grant amount allowed for up to $15,300; actual total project cost was $14,866 and the grant is complete with all reimbursements received.)	$14,866	$14,866	$0	$0
		TOTAL	**$10,173,951**	**$7,457,138**	**$1,510,156**	**$4,226,968**

The Library will be discontinuing the following electronic resources as of June 30, 2025 due to the impact of the Presidential Executive Order defunding the Federal Institute of Museum and Library Services (IMLS). These services had been administered at either the State level and/or our local Bay Area consortium level using pass-through funding originating from the IMLS. Although there has been a recent injunction against the Executive Order, the State is not able to commit funding to these resources until funding is reinstated.

- **Britannica Escolar**
- **Britannica School Edition**
- **Enki ebook platform**
- **Flipster Digital Magazines (23 e-magazine titles)**
- **Gale Environmental Studies (Elementary & Middle School)**
- **Gale Interactive: Science (Elementary & Middle School)**
- **National Geographic Kids Resources**
- **New York Times (Online)**
- **ProQuest eBook Central**
- **Teaching Books**