

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
FEBRUARY 18, 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). 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 live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

HOW TO PARTICIPATE

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: (1) Comments will be limited to three (3) minutes or less at the Mayor’s discretion.

(2) 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). All comments received will become part of the record.

(3) 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.

(4) Persons wishing to make an audio/visual presentation may do so only on agenda items and must submit the presentation electronically to Clerk@losgatosca.gov no later than 3:00 p.m. on the day of the Council meeting.

CALL MEETING TO ORDER

ROLL CALL

APPROVE REMOTE PARTICIPATION *(This item is listed on the agenda in the event there is an emergency circumstance requiring a Council Member to participate remotely under AB 2449 (Government Code 54953)).*

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 contained on Page 1 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 February 4, 2025 Closed Session Town Council Meeting Minutes.
2. Approve the February 4, 2025 Town Council Meeting Minutes.
3. Approve the February 11, 2025 Closed Session Town Council Meeting Minutes.
4. Adopt a Planned Development Ordinance to Allow Demolition of an Existing Senior Living Community and Construction of a Senior Living Community, Removal of Large Protected Trees, and Site Improvements Requiring a Grading Permit on Property Zoned R:PD. **Located at 110 Wood Road.** APN 510-47-038. An Environmental Impact Report has been Certified for the Project. Planned Development Application PD-20-001 and Environmental Impact Report EIR-21-002. Applicant: Rockwood Pacific. Property Owner: Front Porch Communities. Project Planner: Sean Mullin.
Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 938 Establishing Development Standards and Allowable Uses for Lots Within the Planned Development Overlay Zone (APN 510-47-038).
5. Receive the Monthly Financial and Investment Report for December 2024.
6. Authorize the Town Manager to Execute the First Amendment to a Contract with Anvil Builders, Inc. dba Sonoma Tree Surgery to Extend the Term of Performance to September 30, 2027 for Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508).
7. Adopt a Resolution Rejecting All Bids for the Montebello Bollard Project (CIP No. 813-0235).
8. Authorize the Town Manager to Execute a Fifth Amendment to the Agreement for Services with St. Francis Electric, Inc. for Traffic Signal and Streetlight Maintenance, and Underground Service Alert Locating Services to Increase the Contract Amount of \$90,000, for a Total Agreement Amount Not to Exceed \$1,098,948; and Amend the Rate Schedule.
9. Authorize The Town Manager to Execute an Agreement with Sustainable Waze to Continue to Produce, Manage, and Promote Los Gatos Music in The Park Summer Concert Series through 2027 for \$20,000 Annually, for a Total Amount Not to Exceed \$60,000.
10. Authorize the Town Manager to Execute a Second Amendment with Chavan & Associates, LLP. to Extend the Contract for One Year, Update the Scope of the Original Agreement, and Increase Compensation by \$56,500 for a Total Agreement Amount Not to Exceed \$189,000.

- [11.](#) Approve the 2025-2027 Strategic Priorities.

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.)*

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

- [12.](#) Approve the 2025 Work Plan Recommended by the Parks and Sustainability Commission.
- [13.](#) Authorize the Town Manager to Execute a Pass-Through Agreement with CSG, Inc. for the Review of Land Development Entitlement Applications and Subsequent Construction Plan Review and Inspection Services in an Amount Not to Exceed \$500,000; and Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$150,000 to Recognize Deposits (Program 5999) and Permit Revenue (Program 5202) and Associated Expenditures for CSG Services.
- [14.](#) Mid-Year Budget Report - July 1 - December 31, 2024:
 - a. Receive the FY2024-25 Mid-Year Budget Report, including the FY 2024-25 Year End Projections
 - b. Authorize Budget Adjustments as Recommended in the Mid-Year Budget Report
 - c. Receive the Town Five Year Financial Projection from FY 2025-26 to FY 2029-30.

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.)*

- [15.](#) Adopt a Resolution Modifying the Comprehensive Fee Schedule for Fiscal Year (FY) 2024-25 Amending Certain Fees, Rates, and Charges for FY 2024-25.

COUNCIL / MANAGER MATTERS

CLOSED SESSION REPORT

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].

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 Town's website at www.losgatosca.gov. Town Council agendas and related materials can be viewed online at <https://losgatos-ca.municodemeetings.com/>.



**TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES**

MEETING DATE: 02/18/2025

ITEM NO. 1.

ITEM NO: 1

**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, February 4, 2025
6:00 P.M.**

The Town Council of the Town of Los Gatos conducted a special meeting in person to hold a Closed Session.

MEETING CALLED TO ORDER AT 6:00 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.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

None.

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEM:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code §54956.9(e)(1))
Significant exposure to litigation pursuant to Government Code §54956.9(e)(1): 1 case

The Town Council reconvened in open session. There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:50 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Town Clerk

Chris Constantin, Town Manager



**DRAFT
Minutes of the Town Council Meeting
Tuesday, February 4, 2025
7:00 P.M.**

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

MEETING CALLED TO ORDER AT 7:01 P.M.

ROLL CALL

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

Absent: None

PLEDGE OF ALLEGIANCE

Council Member Rennie 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 January 21, 2025 Closed Session Town Council Meeting.
2. Approve the Minutes of the January 21, 2025 Town Council Meeting.
3. Adopt an Ordinance Amending Chapter 29 (Zoning Regulations) of the Town Code Regarding Considerations for an Architecture and Site Application, Findings for a Conditional Use Permit, Manufactured Housing, and Private Open Space and Community Recreation Space Requirements Pursuant to Implementation Program AQ of the 2023-2031 Housing Element. Adoption of this Ordinance is Exempt Pursuant to CEQA, Section 15061(b)(3) in That It Can be Seen With Certainty That It Will Not Impact the Environment. Town Code Amendment Application A-24-008. Project Location: Town Wide. Applicant: Town of Los Gatos. Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 29, "Zoning Regulations," of the Town Code to Amend Considerations for an Architecture and Site Application, Findings for a Conditional Use Permit, Manufactured Housing, and Private Open Space and Community Recreation Space Requirements. **ORDINANCE 2370**
4. Adopt an Ordinance Amending Chapter 29 (Zoning Regulations) of the Town Code Regarding Parking Standards Pursuant to Implementation Program AA of the 2023-2031 Housing Element. Adoption of this Ordinance is Exempt Pursuant to CEQA, Section 15061(b)(3) in That It Can be Seen With Certainty That It Will Not Impact the Environment. Town Code Amendment Application A-24-009. Project Location: Town Wide. Applicant: Town of Los Gatos. Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 29, "Zoning Regulations," of the Town Code Regarding Parking Standards, Pursuant to Implementation Program AA of the 2023-2031 Housing Element.

SUBJECT: Draft Minutes of the Town Council Meeting of February 4, 2025

DATE: February 4, 2025

5. Adopt an Ordinance Establishing Development Standards and Allowable Uses for Lots Within the Planned Development Overlay Zone, Allowing Subdivision of One Lot into Two Lots, Construction of a Single-Family Residence, and Site Work Requiring a Grading Permit on Property Zoned O:PD. **Located at 120 Oak Meadow Drive.** APN 529-10-131. Subdivision Application M-20-011, Planned Development Application PD-20-002, Architecture and Site Application S-22-021. Categorically Exempt Pursuant to CEQA Guidelines Sections 15315: Minor Land Divisions; 15303: New Construction; and 15304: Minor Alterations to Land. Property Owners: Marty and Penny McFarland. Applicant: Terence J. Szewczyk (M-20-011 and PD-20-002). Applicant: Jay Plett, Architect (S-22-021). Project Planner: Sean Mullin. Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 1412 Establishing Development Standards and Allowable Uses For Lots Within The Planned Development Overlay Zone. **ORDINANCE 2371**
6. Authorize the Town Manager to Execute the Second Amendment to the Agreement for Consultant Services with DKS Associates to Extend the Term of the Agreement to September 30, 2025.
7. Authorize the Town Manager to Execute an Agreement not to exceed \$189,646 with Lisa Wise Consulting, Inc. for Consulting Services to Update and Provide Additional Objective Design Standards for Qualifying Multi-Family and Mixed-Use Residential Developments.
8. Approve the 2025 Work Plans Recommended by the Town’s Library Board, Arts and Culture Commission, Complete Streets and Transportation Commission, and Finance Commission.

Mayor Hudes pulled items eight and four.

Mayor Hudes stated that pulled consent items would be heard after verbal communications.

Mayor Hudes opened public comment.

Rachel Hinojosa, Bonnie View Mobile Home Park

- Commented on parking concerns related to item four.

Rich Stevens

- Commented on concerns with item four.

Jim

- Commented on parking concerns on Oka Road.

Mayor Hudes closed public comment.

MOTION: Motion by Council Member Ristow to approve consent items one through three and five through seven. Seconded by Council Member Rennie.

VOTE: Motion passed unanimously.

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VERBAL COMMUNICATIONS

Jariah Jaug, Build a Future

- Requested Council pass a resolution to support affordable childcare.

Durga Acharya, Build a Future

- Requested Council pass a resolution to support affordable childcare.

Claire Baynes, Build a Future

- Requested Council pass a resolution to support affordable childcare.

Sean McCormick, Build a Future

- Requested Council pass a resolution to support affordable childcare.

Angela Boles King

- Commented on keeping the Firehouse.

Gus Who

- Commented on water rates, sports events, and concerns with safety on Lynne Avenue.

Lynley

- Commented on concerns and creating a family-friendly atmosphere.

Lee Fagot

- Commented on concerns with safety and parking at a proposed development on Oka Road.

ITEM PULLED FROM CONSENT

4. Adopt an Ordinance Amending Chapter 29 (Zoning Regulations) of the Town Code Regarding Parking Standards Pursuant to Implementation Program AA of the 2023-2031 Housing Element. Adoption of this Ordinance is Exempt Pursuant to CEQA, Section 15061(b)(3) in That It Can be Seen With Certainty That It Will Not Impact the Environment. Town Code Amendment Application A-24-009. Project Location: Town Wide. Applicant: Town of Los Gatos. Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 29, "Zoning Regulations," of the Town Code Regarding Parking Standards, Pursuant to Implementation Program AA of the 2023-2031 Housing Element.
ORDINANCE 2372

Sean Mullin, Planning Manager, provided information addressing public comments received.

Mayor Hudes opened public comment.

Lana

- Commented on concerns with public transit.

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SUBJECT: Draft Minutes of the Town Council Meeting of February 4, 2025

DATE: February 4, 2025

Mayor Hudes closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Badame to adopt an ordinance in Attachment 1 amending Chapter 29 (Zoning Regulations) of the Town Code regarding parking standards pursuant to Implementation Program AA of the 2023-2031 Housing Element. **Seconded by Vice Mayor Moore.**

VOTE: Motion passed unanimously.

8. Approve the 2025 Work Plans Recommended by the Town's Library Board, Arts and Culture Commission, Complete Streets and Transportation Commission, and Finance Commission.

Chris Constantin, Town Manager, provided additional information on the workplans.

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

Council discussed this item.

MOTION: Motion by Council Member Badame to approve the 2025 work plans recommended by the Town's Library Board, Arts and Culture Commission, Complete Streets and Transportation Committee, and Finance Commission. **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously.

Council Member Ristow recused herself from item nine due to the location of her residence and left the Council Chambers.

PUBLIC HEARINGS

9. Consider a Recommendation by the Planning Commission to Approve a Planned Development for Construction of a Senior Living Community, Removal of Large Protected Trees, and Site Improvements Requiring a Grading Permit on Property Zoned R:PD; Adopt a Resolution Certifying the Final Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP); and Introduce an Ordinance Repealing Establishing Development Standards and Allowable Uses for Lots Within the Planned Development Overlay Zone. **Located at 110 Wood Road.** APN 510-47-038. An Environmental Impact Report has been Prepared for the Project. Planned Development

SUBJECT: Draft Minutes of the Town Council Meeting of February 4, 2025

DATE: February 4, 2025

Application PD-20-001 and Environmental Impact Report EIR-21-002. Applicant: Rockwood Pacific. Property Owner: Front Porch Communities. Project Planner: Sean Mullin.

Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 938 Establishing Development Standards and Allowable Uses for Lots Within the Planned Development Overlay Zone. **RESOLUTION 2025-003**

Council provided the following disclosures:

- Vice Mayor Moore visited the site and met with project developers;
- Council Member Rennie met with the developers;
- Council Member Badame walked the site and met with the developers;
- Mayor Hudes stated he met with the developers, viewed the site, and met with neighbors of the project.

Sean Mullin, Planning Manager, presented the staff report.

Representatives of Rockwood Pacific, Applicant, provided opening remarks and commented in support of the project.

Mayor Hudes opened public comment.

Rob Stump

- Commented on the wildfire safety and stated support for the project.

Carin Yamamoto

- Commented on concerns with the proposed project.

Catherine Sommers

- Commented in support of the project.

Julie Southern

- Commented on concerns with the six-story proposal.

Alan Feinberg

- Commented in support of the proposed project.

Dima Rozenblat

- Commented in support of the proposed project.

Annie Schwartzstein

- Commented in support of the proposed project.

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Grant Sedgwick

- Commented in support of the project.

Tom Picraux

- Commented in support of the proposed project.

Rich Stevens

- Commented on concerns with the proposed project and requested Council reject the project.

John Shepardson

- Commented on concerns with the proposed project.

Lee Fagot

- Commented on concerns with the proposed project.

Mayor Hudes closed public comment.

Representatives of Rockwood Pacific, Applicant, provided closing comments and answered Council questions.

Mayor Hudes called a recess at 9:06 p.m.

The meeting was reconvened at 9:12 p.m.

Council discussed the item and commented about adding a condition of approval to convert 11 units to BMR (Blow Market Rate units)

Gabrielle Whelan, Town Attorney stated the Council could add a general condition to the end of the performance standards that are in the ordinance to read: prior to issuance of the first building permit, the applicant agrees to implement the commitment to begin enrolling 11 market rate units at the El Sombroso Oaks Senior Housing Community in either the Property Based or Housing Choice Voucher program as described in its letter dated February 4 and included as a desk item. The Town Attorney also stated the performance standards need to have the Parks and Public Works conditions added from the Planning Commission staff report.

MOTION: Motion by Council Member Badame to adopt the draft resolution in Attachment 3 to make the required CEQA Findings of Fact in Attachment 3 - Exhibit A; certify the Final EIR in Attachment 2; and adopt the mitigation monitoring and reporting program in Attachment 3 - Exhibit B; and introduce the ordinance in Attachment 4 affecting the zone change and approving Planned Development Ordinance Application PD-20-002 with modification of the proposed alternate design per Attachment 12 for a net loss of two units and also adding the general condition and performance standards as stated by the Town Attorney (“prior to issuance of the

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SUBJECT: Draft Minutes of the Town Council Meeting of February 4, 2025

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first building permit, the applicant agrees to implement the commitment to begin enrolling 11 market rate units at the El Sombroso Oaks Senior Housing Community in either the Property Based or Housing Choice Voucher program as described in its letter dated February 4 and included as a desk item"); and add the Parks and Public Works conditions added from the Planning Commission staff report are part of the ordinance that is being introduced. **Seconded by Vice Mayor Moore.**

VOTE: Motion passed 4-0. Council Member Ristow recused.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Rennie stated he attended a Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee meeting, a Valley Water Commission meeting; met with Melissa form KCAT; attended the new County Supervisor swearing-in; and met with the La Rinconada Golf Course Project team.
- Vice Mayor Moore stated he attended a Los Gatos Anti Racism Coalition Town Hall; attended the Town's all employee breakfast, the Peninsula Division League of California Cities Legislative Address, the swearing-in of County Supervisor Margaret Abe-Koga, a Red Cross California Wildfires Elected Official Briefing, a Valley Transportation Authority (VTA) press conference, a CalCities informational meeting on the impact of immigration orders; and requested the Council consider agendaing an item to discuss the impact of the new policies coming from the federal administration related to federal grants and funding.
- Council Member Ristow stated she attended a SVCEA Board meeting, a VTA Policy Advisory Committee meeting; met with the Vice Chair of VTA Policy Advisory Committee, a Los Gatos Anti-Racism Coalition Town Hall; served employees at the Town's all employee breakfast; attended a Silicon Valley Peninsula Division Legislative Address, the swearing-in of County Supervisor Margaret Abe-Koga, a documentary screening "Blindspot" at the Palo Alto Jewish Community Center (JCC); met with the Los Gatos Chamber of Commerce Executive Director, the Los Gatos Little League President, members of the West Valley Muslim Association, the Complete Streets and Transportation Commission Chair, the leadership at La Rinconada Club, the Executive Director of Safe Routes to School, and KCAT.
- Council Member Badame stated she participated in a Silicon Valley Animal Control Authority (SVACA) Board meeting; met with Ryan Rosenberg of Los Gatos Thrives Foundation; met with the Executive Director of the West Valley Solid Waste Management; and attended a Council Policy Committee meeting.
- Mayor Hudes stated he met with community members regarding SB 330 and Builders Remedy; attended the Town's all employee breakfast, a meeting of Mayors by San Jose Mayor Matt Mayhan, a Cities Association Board meeting, a West Valley Mayors and Managers meeting, a Council Policy Committee Meeting; and commented on the Los Gatos Thrives Monday movies.

The Mayor agreed to work with the Town Manager to create a future item agenda related to Vice Mayor Moore's request regarding federal funding.

SUBJECT: Draft Minutes of the Town Council Meeting of February 4, 2025

DATE: February 4, 2025

Town Manager Matters

- Addressed the White House Office of Management and Budget memorandum regarding pausing disbursement of federal funds.
- Announced wayfinding signage has been installed.
- Announced a mid-year recruitment for two short-term seats for the General Plan Committee, two short-term seats for the Personnel Board, and the Planning Commission. Applications are due February 24, and interviews will be held on Tuesday, March 4.
- Announced Town Administrative Offices will be closed on Feb 17 in observance of the Presidents' Day holiday.

Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session to discuss anticipated litigation and there is no reportable action.

ADJOURNMENT

The meeting adjourned at 10:04 p.m.

Respectfully Submitted:

Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS
COUNCIL CLOSED SESSION MINUTES**

MEETING DATE: 02/18/2025

ITEM NO. 3.

ITEM NO: 3

**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, February 11, 2025
5:00 P.M.**

The Town Council of the Town of Los Gatos conducted a special meeting in person to hold a Closed Session.

MEETING CALLED TO ORDER AT 5:00 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.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

None.

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

1. EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957(b)(1)
Title: Town Manager

The Town Council reconvened in open session. There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:45 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Town Clerk

Chris Constantin, Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO. 4.

ITEM NO: 4

DATE: February 13, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Adopt a Planned Development Ordinance to Allow Demolition of an Existing Senior Living Community and Construction of a Senior Living Community, Removal of Large Protected Trees, and Site Improvements Requiring a Grading Permit on Property Zoned R:PD. **Located at 110 Wood Road.** APN 510-47-038. An Environmental Impact Report has been Certified for the Project. Planned Development Application PD-20-001 and Environmental Impact Report EIR-21-002. Applicant: Rockwood Pacific. Property Owner: Front Porch Communities. Project Planner: Sean Mullin.
Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 938 Establishing Development Standards and Allowable Uses for Lots Within the Planned Development Overlay Zone (APN 510-47-038).

RECOMMENDATION:

Adopt an ordinance (Attachment 1) repealing and replacing Planned Development Ordinance 938 establishing development standards and allowable uses for property within the Planned Development Overlay Zone for property located at 110 Wood Road.

BACKGROUND:

At the regular meeting of February 4, 2025, the Town Council held a public hearing to consider a request for approval of a Planned Development for construction of a senior living community, removal of large protected trees, and site improvements requiring a Grading Permit on property zoned R:PD; adopt a resolution certifying the Final Environmental Impact Report (EIR) and adopting the Mitigation Monitoring and Reporting Program (MMRP); and introduce an Ordinance establishing development standards and allowable uses for lots within the Planned Development Overlay Zone located at 110 Wood Road. The Council adopted a resolution certifying the EIR and adopting the MMRP; and introduced an Ordinance repealing and

PREPARED BY: Sean Mullin, AICP
Planning Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Community Development Director

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SUBJECT: 110 Wood Road/PD-20-001 AND EIR-21-002

DATE: February 13, 2025

replacing Planned Development Ordinance 938 by a 4-0 vote with Council Member Ristow Recused. Included in the Council's action was the addition of a condition requiring that, prior to issuance of a Building Permit, the applicant implement their commitment to begin enrolling 11 below market price units at the El Sombroso Oaks Senior Housing Community located at 15860 Poppy Lane in Los Gatos in either the community-based or housing choice voucher program as described in the applicant's letter dated February 4, 2025, which was included as a Desk Item to the February 4, 2025, Town Council Staff Report. This requirement has been added as an additional performance standard included as Exhibit C to Attachment 1.

This Ordinance is returning to the Town Council for final adoption. The Ordinance will take effect 30 days after its adoption.

COORDINATION:

This report was coordinated with the offices of the Town Manager and Town Attorney.

ENVIRONMENTAL REVIEW:

An EIR for the project was certified and a MMRP was adopted by the Council on February 4, 2024.

PUBLIC COMMENTS:

Public comments received between 11:01 am, Tuesday, February 4, 2025, and 11:00 am, Thursday, February 13, 2025, are included as Attachment 2.

ATTACHMENTS:

1. Draft Planned Development Ordinance with Exhibit A Rezone Area, Exhibit B Development Plans, and Exhibit C Performance Standards
2. Public comments received between 11:01 am, Tuesday, February 4, 2025, and 11:00 am, Thursday, February 13, 2025

DRAFT ORDINANCE

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
REPEALING AND REPLACING PLANNED DEVELOPMENT ORDINANCE 938
ESTABLISHING DEVELOPMENT STANDARDS AND ALLOWABLE USES FOR LOTS
WITHIN THE PLANNED DEVELOPMENT OVERLAY ZONE
FOR PROPERTY LOCATED AT
110 WOOD ROAD (APN 510-47-038).**

THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES ORDAIN AS FOLLOWS:

SECTION I. Planned Development Overlay Zone

The Town Code of the Town of Los Gatos is hereby amended to change the zoning on property located at 110 Wood Road (APN 510-47-038) as shown on the map attached hereto as Exhibit A, and is part of this Ordinance, from R:PD (Residential, Planned Development) to R:PD (Residential, Planned Development). Ordinance number 938, passed and adopted by the Town Council of Los Gatos on March 4, 1968, is hereby repealed and replaced with this Ordinance.

SECTION II. Uses and Improvements Authorized.

The PD (Planned Development Overlay) zone established by this Ordinance authorizes the following construction and use of improvements:

1. Demolition of all existing buildings on the site;
2. Construction of a new senior living facility as shown on the Official Development Plans (Exhibit B);
3. Removal of 192 trees, including 8 large protected trees;
4. Site improvements requiring a Grading Permit; and
5. Uses permitted are a senior living facility with independent units and supporting care units.

SECTION III. Compliance with Other Development Standards.

All provisions of the Town Code apply, except when the Official Development Plan specifically shows otherwise.

SECTION IV. Architecture and Site Approval Required.

Architecture and Site Approval is required prior to submitting for Building, Tree

Removal, and/or Grading Permits. Construction permits shall only be in a manner complying with Section 29.80.130 (PD Ordinance) of the Town Code.

SECTION V. Official Development Plan.

The attached Exhibit A (Map), and Exhibit B (Official Development Plans), are part of the Official Development Plan.

SECTION VI. Performance Standards.

The performance standards included as Exhibit C, must be complied with before issuance of any grading, or construction permits (mitigation measures are so noted and are flagged with an asterisk).

SECTION VII. Severability.

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases in this Ordinance might be declared unconstitutional, preempted, or otherwise invalid.

SECTION VIII. Findings.

With respect to findings required for the Planned Development, the Town Council finds as follows:

Required finding for CEQA:

An Environmental Impact Report (EIR) was prepared for the proposed development. By Resolution, the Town Council made the CEQA Findings of Facts, certified the Final EIR, and adopted the Mitigation Monitoring and Reporting Program.

Required consistency with the Town's General Plan:

That the proposed Zone Change is consistent with the General Plan and its Elements in that the proposed development provides much needed senior housing and continuing care services to the Town.

Compliance with Hillside Specific Plan:

The project is in compliance with the Hillside Specific Plan in that the site has served as a senior living facility since 1971 and would continue to do so under the proposed PD. The project includes: modernization of the facility, circulation system, and safety characteristics; an increase in the open space area; and would include a similar number of living units, staff levels, and traffic generation. The proposal is consistent with the development criteria included in the plan.

Required findings for the adoption of a Planned Development Ordinance:

As required by Section 29.80.095 of the Town Code for adoption of a Planned Development Ordinance:

1. The proposed Planned Development complies with Chapter 29, Article VIII, Division 2 of the Town Code.
2. The proposed Planned Development is consistent with the General Plan in that the
3. development provides much needed senior housing and continuing care services to the Town.
4. The proposed Planned Development is consistent with the Hillside Specific Plan in that the project includes: modernization of the existing facility, circulation system, and safety characteristics; an increase in the open space area; and would include a similar number of living units, staff levels, and traffic generation to the existing facility.
5. The proposal is consistent with the development criteria included in the plan. The Planned Development Ordinance provides a public benefit to the Town by providing much needed senior housing and continuing care services.

SECTION IX. Publication.

In accordance with Section 63937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The Town Council hereby directs the Town Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

SECTION X. Effective Date.

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 4th day of February 2025, and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the 18th day of February 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

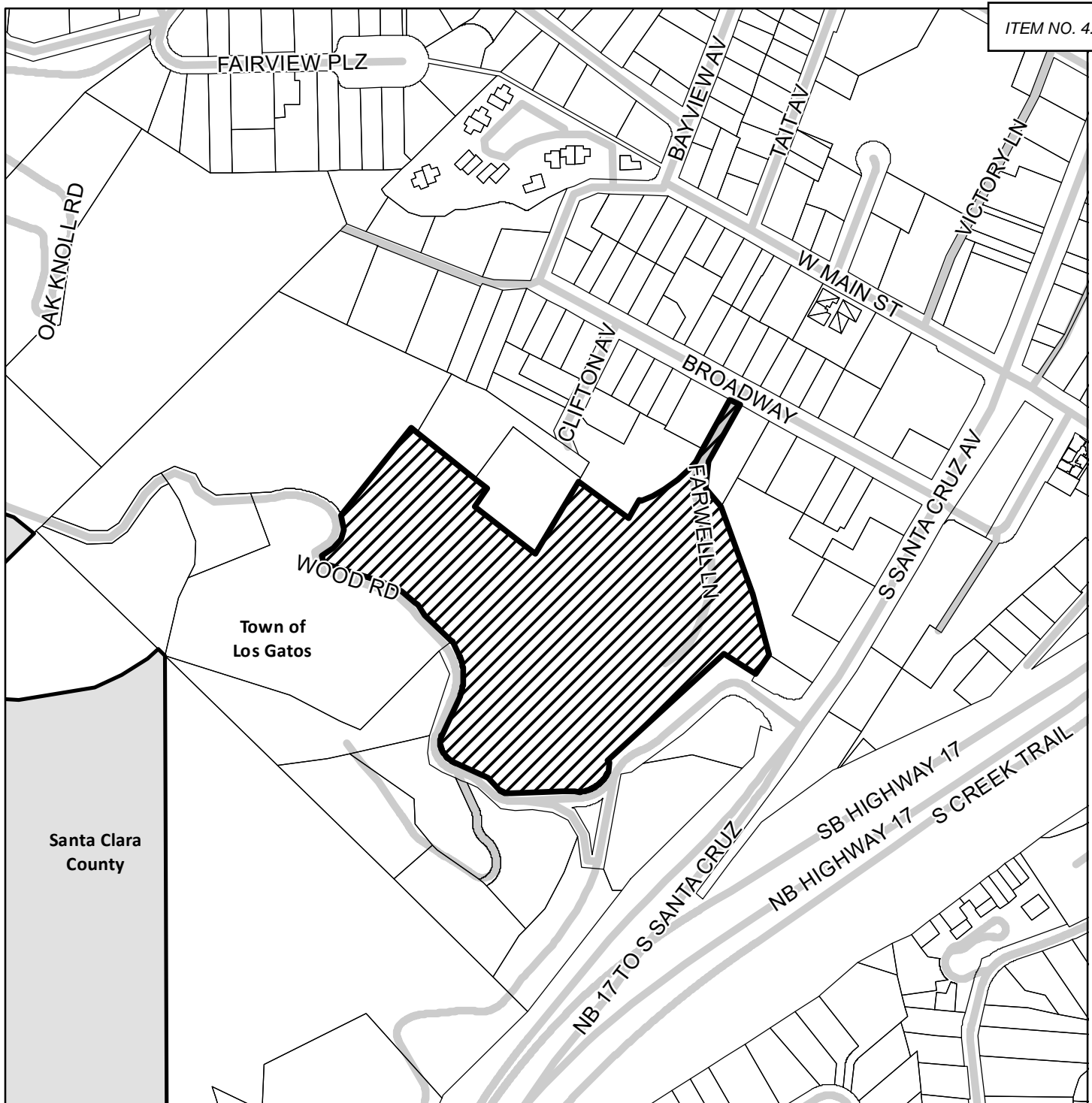
ABSTAIN:

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

Application No. PD-20-001

A.P.N. # 510-47-038

Change of zoning map amending the Town Zoning Ordinance.

Zone Change

From: R:PD To: R:PD

Prezoning



Forwarded by Planning Commission

Date: November 13, 2024

Approved by Town Council

Date: February 18, 2025 Ord:

Clerk Administrator:

Mayor:

ATTACHMENT 1
EXHIBIT A

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DEVELOPMENTAL REVIEW COMMENTS

2. A copy of the Alternate Means/Methods application form, with approval signature shall be made part of the planning and building permit drawing set, to be routed to Santa Clara County Fire Department for final approval.

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 assuming 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]

Project Name	130 Wood Rd. Lan. Gates
Project Address	130 Wood Rd. Lan. Gates
Project Type	Commercial Development
Project Status	Approved
Project Date	07/22/2024
Project By	Mark Palgout

Please complete the following information as applicable to support your request. Use additional paper if necessary.

- Quality: All steel and concrete will be the steel conforming to code.
- Strength
- Effectiveness: Panels are accessible via aerial ladder and through fire rated stairs and corridors providing full access.
- Fire Resistance: Panels and openings are fire rated.
- Durability:
- Safety: Panels are accessible via aerial ladder and through fire rated stairs and corridors providing full access.

Additional evidence of proof:

- Steel panels on Building A are accessible via aerial ladder per CBC Section 911.12 with 1000 pound force.
- Steel panels on Building B are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building C are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building D are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building E are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building F are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building G are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building H are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building I are accessible via aerial ladder and through fire rated stairs and corridors.
- Steel panels on Building J are accessible via aerial ladder and through fire rated stairs and corridors.

Applicant Signature: [Signature] Date: 08/08/2024 (revised 5/15/2024)

The above application has been reviewed and has been: **ACCEPTED** / **REJECTED**

Signature: [Signature] Date: 08/08/2024

Fire Official: [Signature] Date: 08/08/2024

Building Official: _____ Date: _____



DEVELOPMENTAL REVIEW COMMENTS

Plans and Scope of Review: This project shall comply with the following:

The California Fire (CFC) & Building (CBC) Code, 2022 edition, as adopted by the Town of Los Gatos Town Code (LGT), California Code of Regulations (CCR) and Health & Safety Code.

The scope of this project includes the following:
 Alternate Means/Methods Application - Proposed eight building, 187 unit, 24 health care unit senior living complex with continuing and memory care facilities. The complex includes underground parking, covered outdoor canopy, covered balconies and walkways totaling 538,581 SF of building area. The eight proposed buildings include: Villa A - 157,264 SF, five-story with 48 units. Villa B - 41,488 SF, four-story with 20 units. Villa C - 54,861 SF, five-story with 28 units. Villa D - 51,425 SF, four-story with 15 units. Villa E - 40,713 SF, five-story with 18 units. Villa F - 40,712 SF, five-story with 17 units. Villa G - 31,428 SF four-story with 14 units. Villa H - 31,112 SF, three-story with 10 units.

Plan Review Comments:
 Discussion: This application proposes clarification on roof access for building/Villa A. A set of standard aerial access to the top roof. Villa A roof areas are accessible as shown on the submitted diagram. Villa A provides access to all roof levels, and stair B provides additional access to the top roof. All stairs and corridors will be the steel conforming to code. To mitigate CFC 915 and BC2024-11 standard aerial access requirements, the following alternatives will be proposed: open exit stair between ground and first floor per CFC 1019.3 subsection 1 & 4. Stair A discharge through lobby per CBC 1029.2 and stair A access to top roof via roof hatch per CBC section 1011.12 subsection and 1011.12.2.

- Comments
1. Make a note on both planning set and building permit set cover sheet that an approved AMMR is included.

Project Name	130 Wood Rd. Lan. Gates
Project Address	130 Wood Rd. Lan. Gates
Project Type	Commercial Development
Project Status	Approved
Project Date	07/22/2024
Project By	Mark Palgout



APPLICATION FOR USE OF ALTERNATE MATERIALS, METHODS OF CONSTRUCTION, OR MODIFICATION OF CODE

Project Address: 130 Wood Rd, Lan. Gates, CA

Applicant's Name: Mark Palgout (for Frost Perch)
 Applicant's Address: 827 Chabot Drive, Pleasanton, CA 94566
 Telephone: (925) 956-7787 Fax: _____

The applicant hereby requests the following:

- Use of Alternate Materials or Method of Construction
- Modification of Code Code Compliance Certification

Codes Affected:
 Building Code
 Fire Code
 Mechanical Code
 Electrical Code
 Other: _____

Specific section(s) of the code involved: _____

Brief description of the request: Clarification on Roof Access for Building A: Building A floor areas are accessible as shown on the attached diagram. Villa A provides access to all roof levels, and Stair B provides additional access to the Top Roof.

The Building and Fire Official must evaluate information that the material(s), method of work, and/or modification is equal in the interest of the code in strength, effect, fire resistance, durability, safety, etc.

Organized by the Santa Clara County Central Fire Protection District
 Planning and Building Department, 1000 West San Antonio Street, San Jose, CA 95128

NO.	DATE	ISSUE



Project:
ROCKWOOD PACIFIC
 26 SOUTHWOOD DRIVE
 OROVILLE, CA 95965
 (415) 916-7744

Owner:
FROST PERCH
 800 N. BRAND BLVD., 19TH
 FLOOR GLENDALE, CA 91201
 (925) 956-7400

Architect:
PERKINS EASTMAN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94566
 (925) 358-4640

Landscaper:
 G. LAWRENCE GATES

Structural:
RYAN COWBURN/RYAN ENGINEERS
 45 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 568-3004

Mechanical, Electrical & Plumbing:
GLORIANO
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7677

General Contractor:
WAL O'NEIL CONSTRUCTION
 420 HACIENDA DR., SUITE 500,
 PLEASANTON, CA 94566
 (925) 498-2000

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

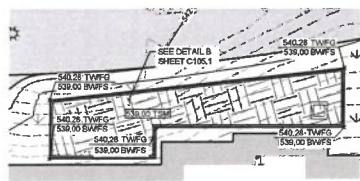
PROJECT NO: 70581.00
 DRAWING TITLE:
FIRE ACCESS APPROVED AMMR - BLDG A

G001

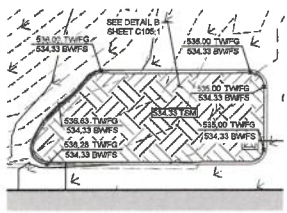
PLANNING SUBMITTAL
 JULY 30, 2024

c:\work\loc\070581_Los Gatos_Site_PDC_110_Site\072024_1116007.AM

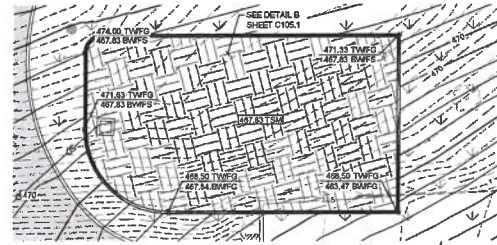
NO.	DATE	ISSUE



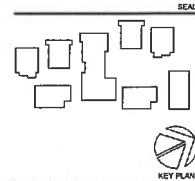
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SCALE: 1"=10'



TCM #2 DETAIL
SCALE: 1"=10'

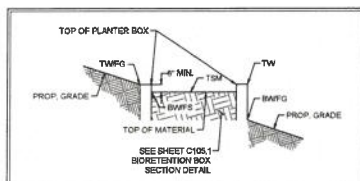


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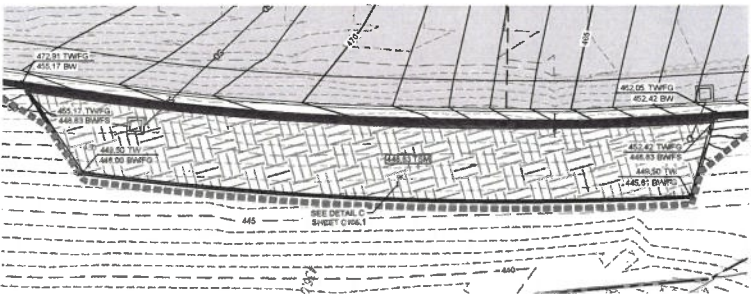


Kimley-Horn
487 CHABOT DRIVE, SUITE 200, PLEASANTON, CA 94588
PHONE: 925.309.0600 FAX: 925.309.0601
WWW.KIMLEY-HORN.COM

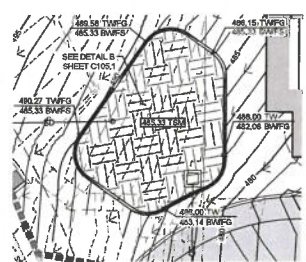
Applic: RUGGWOOD PACIFIC
38 SOUTHWOOD DRIVE
CORONA, CA 92623
(951) 516-7944
Owner: CDPWA
2150 N CALIFORNIA BLVD, SUITE 215
VALLEJO CREEK, CA 94596
(925) 996-4600
Contractor: RIMBLEY-HORN
487 CHABOT DRIVE, SUITE 200
PLEASANTON, CA 94588
(925) 398-1640
Landscape: DAYNES + ASSOCIATES
2871 CROWN CANYON RD
SAN FRANCISCO, CA 94133
(415) 754-1178
Structural: RUFF CONSULTING ENGINEERS
65 FRESHWATER ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 398-1004
Mechanical, Electrical & Plumbing: GUNMAC
152 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-3567
General Contractor: SEVCON CONSTRUCTION INC
690 GENERAL TAYLOR DRIVE
MILPITAS, CA 95028
(408) 942-4350



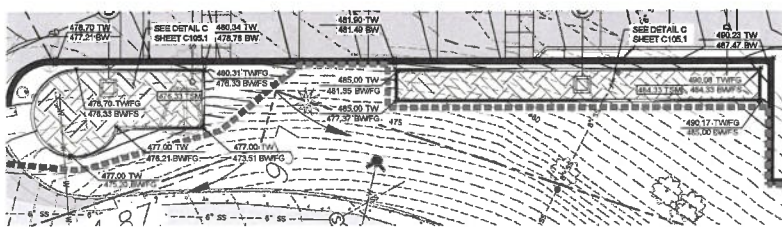
BIORETENTION GRADING SECTION
N.T.S.



TCM #5 DETAIL
SCALE: 1"=10'



TCM #6 DETAIL
SCALE: 1"=10'



TCM #7 AND #8 DETAIL
SCALE: 1"=10'

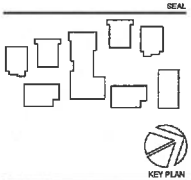


PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030
PROJECT No: 70581.00
DRAWING TITLE:
PRELIMINARY GRADING DETAILS
SCALE: 1" = 40' ON 24" X 36"
C103.2
PLANNING SUBMITTAL
2024-04-30

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NO.	DATE	ISSUE

Number	Minimum Elevation	Maximum Elevation	Area	Color
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2	-30.00	-25.00	8113.39	
3	-25.00	-20.00	28814.30	
4	-20.00	-15.00	28861.85	
5	-15.00	-10.00	27946.70	
6	-10.00	-5.00	45978.50	
7	-5.00	0.00	43411.92	
8	0.00	5.00	37361.51	
9	5.00	10.00	10914.32	
10	10.00	15.00	3982.32	



Kimley-Horn
 4827 CHARLOT DRIVE, SUITE 300, PLEASANTON, CA 94588
 PH: (925) 896-4400 WWW.KIMLEY-HORN.COM

APPLIC:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 COLTON, CA 95303
 (415) 819-7344

OWNER:
 GORBA
 2185 N CALIFORNIA BLVD, SUITE 215
 NUBAY CREEK, CA 94586
 (925) 956-7400

DRG FILE:
 KIMLEY-HORN
 4827 CHARLOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 298-4340

LANDSCAPE:
 GALTUS + ASSOCIATES
 2871 CROW CANYON RD
 SAN RAMON, CA 94583
 (925) 724-1176

STRUCTURE:
 RUFFY CONSULTING ENGINEERS
 45 FREEMONT ST. 26TH FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-1004

MECHANICAL, ELECTRICAL & PLUMBING:
 GILBANE
 52 CALIFORNIA ST. 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-1997

GENERAL CONTRACTOR:
 BREYFORD CONSTRUCTION INC
 600 CERRITOS DRIVE
 MILPITAS, CA 95035
 (408) 942-8200

PROJECT TITLE:
LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

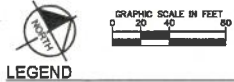
DRAWING TITLE:
PRELIMINARY CUT AND FILL PLAN

SCALE: 1" = 40' ON 24" X 36"

C104

PLANNING SUBMITTAL

2024-04-30



TYPE	CUT (CY)	FILL (CY)	RET (CY)	MAX CUT DEPTH (FT)	MAX FILL DEPTH (FT)	
BUILDING	102,000	1,000	100,000	<CUP>	6.5	3.5
DRIVEWAYS	8,800	2,300	7,600	<CUP>	24.0	34.0
SIDEWALK	1,700	700	3,000	<CUP>	30.5	36.5
LANDSCAPE	13,100	3,400	10,700	<CUP>	27.8	33.5
UTILITY SPOILS	7,000	-	7,000	<CUP>	-	-
TOTAL	132,800	5,400	<CUP>			

NOTE:
 - EARTHWORK QUANTITIES ARE RAW, UNADJUSTED VOLUMES. THESE CALCULATIONS ASSUME 1" FOUNDATIONS FOR PROPOSED BUILDINGS AND 12" SECTIONS FOR PROPOSED ROAD PAVING. THE UTILITY SPOILS ARE PRELIMINARY.

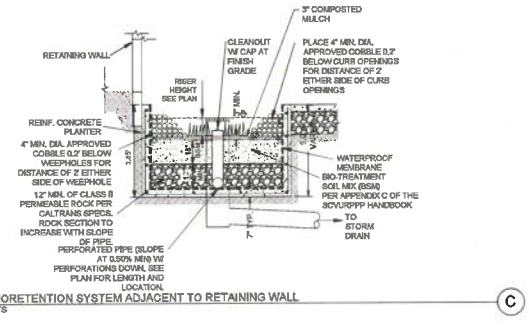
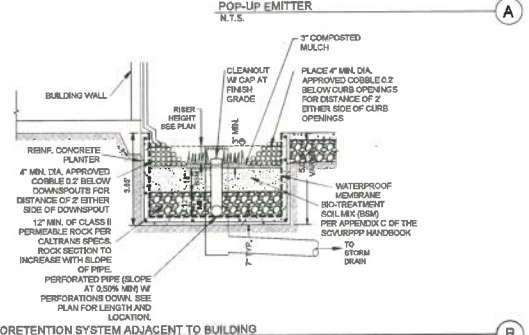
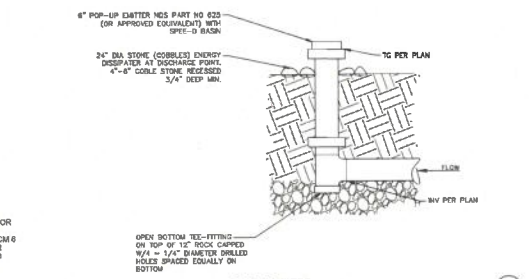
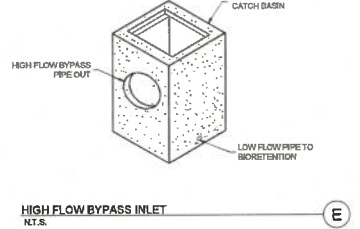
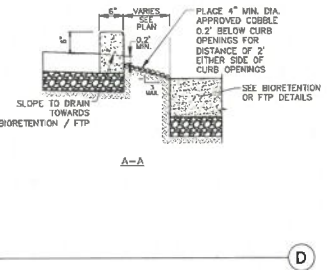
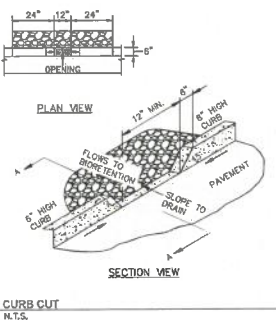
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 Sheet: Short Sheet: D:\...
 MAF:08 CADD:\Pin Sheets\DD SET\VC 104 PRELIM CUT-FILL.dwg

* REQUIRED TREATMENT AREA CALCULATED USING SIMPLIFIED SIZING METHOD (4% RULE) AS DESCRIBED BELOW
 REQUIRED AREA = 4% * IMPERVIOUS AREA = (10% * PERVIOUS AREA)

TREATMENT CONTROL MEASURE SUMMARY - SURFACE BIORETENTION

DMA	AREA (ACRES)	AREA (SF)	PERVIOUS SURFACE (SF)		IMPERVIOUS SURFACE (SF)	IMPERVIOUS SURFACE TYPE			RUNOFF COEFFICIENT	TREATMENT METHOD	TCM NUMBER	TREATMENT PROVIDED (SF)	TREATMENT PROVIDED (SF)
			PERVIOUS SURFACE (SF)	PERVIOUS SURFACE TYPE		ROOF	SIDEWALK	ROAD/DRIVE					
1	0.28	12,085	2,464	Landscape	10,621	4517	845	5299	0.85	Bioretention (Planter Box)	TCM 1	431	446
2	0.44	19,313	5,701	Landscape	13,612	5525	2,383	5704	0.85	Bioretention (Planter Box)	TCM 2	567	581
3	1.31	56,851	17,783	Landscape	39,068	15823	7,654	15671	0.85	Bioretention (Planter Box)	TCM 3	2627	2654
4	0.23	9,925	2,870	Landscape	6,855	0	0	6855	0.85	Bioretention (Planter Box)	TCM 4	295	0
5	1.06	46,325	11,159	Landscape	35,166	5804	10,481	39091	0.85	Bioretention (Planter Box)	TCM 5	1451	1451
6	0.48	20,752	15,219	Landscape	5,533	1949	3,689	6852	0.85	Bioretention (Planter Box)	TCM 6	282	387
7	0.22	9,407	1,487	Landscape	7,920	4695	600	3225	0.85	Bioretention (Planter Box)	TCM 7	323	335
8	0.20	8,857	1,036	Landscape	7,821	0	7,818	3303	0.85	Bioretention (Planter Box)	TCM 8	817	820
9	0.15	6,548	289	Landscape	6,259	6268	0	0	0.85	Bioretention (Planter Box)	TCM 9	248	248
10	0.08	3,334	1,483	Landscape	1,851	0	1,851	0	0.85	Bioretention (Planter Box)	TCM 10	80	325
11	0.09	3,625	167	Landscape	3,458	3423	25	0	0.85	Bioretention (Planter Box)	TCM 11	138	140
12	0.11	4,732	785	Landscape	4,447	3815	632	0	0.85	Bioretention (Planter Box)	TCM 12	179	180
13	0.09	3,826	1,813	Landscape	2,013	0	2,013	0	0.85	Bioretention (Planter Box)	TCM 13	88	126
14	0.35	15,250	1,851	Landscape	13,399	9287	4,082	0	0.85	Bioretention (Planter Box)	TCM 14	342	548
15	0.08	3,367	170	Landscape	3,097	3097	0	0	0.85	Bioretention (Planter Box)	TCM 15	125	135
16	0.08	3,450	298	Landscape	3,152	2410	742	0	0.85	Bioretention (Planter Box)	TCM 16	127	162
17	0.05	2,587	720	Landscape	1,867	0	1,867	0	0.85	Bioretention (Planter Box)	TCM 17	78	95
18	0.12	5,142	1,120	Landscape	4,022	1,670	2,352	0	0.85	Bioretention (Planter Box)	TCM 18	165	169
19	0.12	5,277	300	Landscape	4,977	4977	0	0	0.85	Bioretention (Planter Box)	TCM 19	200	200
20	0.10	4,263	205	Landscape	4,058	4058	0	0	0.85	Bioretention (Planter Box)	TCM 20	163	175
21	0.16	6,753	5,233	Landscape	1,520	0	1,520	0	0.85	Bioretention (Planter Box)	TCM 21	82	135
22	0.34	14,618	2,082	Landscape	12,536	3,134	7,706	0	0.85	Bioretention (Planter Box)	TCM 22	244	250
23	0.12	5,404	2,640	Landscape	2,764	293	2,571	0	0.85	Bioretention (Planter Box)	TCM 23	121	125
24	0.07	3,039	478	Landscape	2,561	2126	435	0	0.85	Bioretention (Planter Box)	TCM 24	104	127
25	0.09	3,815	760	Landscape	3,055	1405	1,650	0	0.85	Bioretention (Planter Box)	TCM 25	125	125
26	0.16	7,115	905	Landscape	6,210	3,787	2,423	0	0.85	Bioretention (Planter Box)	TCM 26	252	256
Offsite 1	3.36	146,310	146,310	Landscape	0	N/A	N/A	N/A	0.33	N/A	N/A	N/A	N/A
Offsite 2	0.69	3,782	3,782	Landscape	0	N/A	N/A	N/A	0.33	N/A	N/A	N/A	N/A
Offsite 3	0.94	40,268	40,268	Landscape	0	N/A	N/A	N/A	0.33	N/A	N/A	N/A	N/A
Totals	10.81	471,323	264,932		206,391							8,337	8,695

** BALIUEI TREATMENT: THE 6,853 SF OF IMPERVIOUS AREA THAT IS GOING UNTREATED TO BIOWASHING IS BEING ACCOUNTED FOR IN DMA 8. 8,853 SF OF IMPERVIOUS PAVEMENT ON WOOD ROAD HAS BEEN INCLUDED IN DMA 8. AND TCM 6 HAS BEEN SIZED TO TREAT THIS ADDITIONAL WATER QUALITY FLOW. THE 6,853 SF AREA IS NOT COUNTED TOWARDS THE DMA 8 TOTAL AREA.



NO.	DATE	ISSUE

Kimley-Horn
 483 CHABOT DRIVE, SUITE 300, PLEASANTON, CA 94588
 (925) 306-4400 FAX: (925) 306-4404
 WWW.KIMLEY-HORN.COM

Client: GATOS
 2165 N CALIFORNIA BLVD, SUITE 215
 WALNUT CREEK, CA 94598
 (925) 956-7800

DM / SR: KIMLEY-HORN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 306-4840

Landscape: GATOS & ASSOCIATES
 2871 CROWN CANYON RD
 SAN RAMON, CA 94583
 (925) 738-8176

Structure: KIMLEY-HORN ENGINEERS
 45 FREEMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-1004

Mechanical, Electrical & Plumbing: GEMINAC
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-1857

General Contractor: DEPOSER ADMINISTRATION INC
 606 GIGALYAR DRIVE
 MILPITAS, CA 95035
 (408) 462-8200

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
PRELIMINARY STORMWATER CONTROL DETAILS

SCALE: 1" = 40' ON 24" X 36"

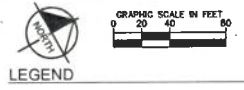
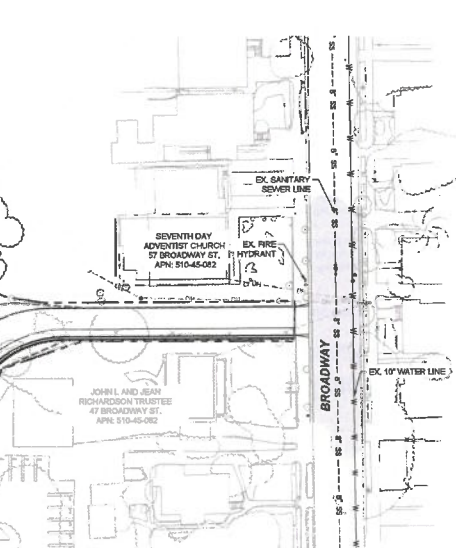
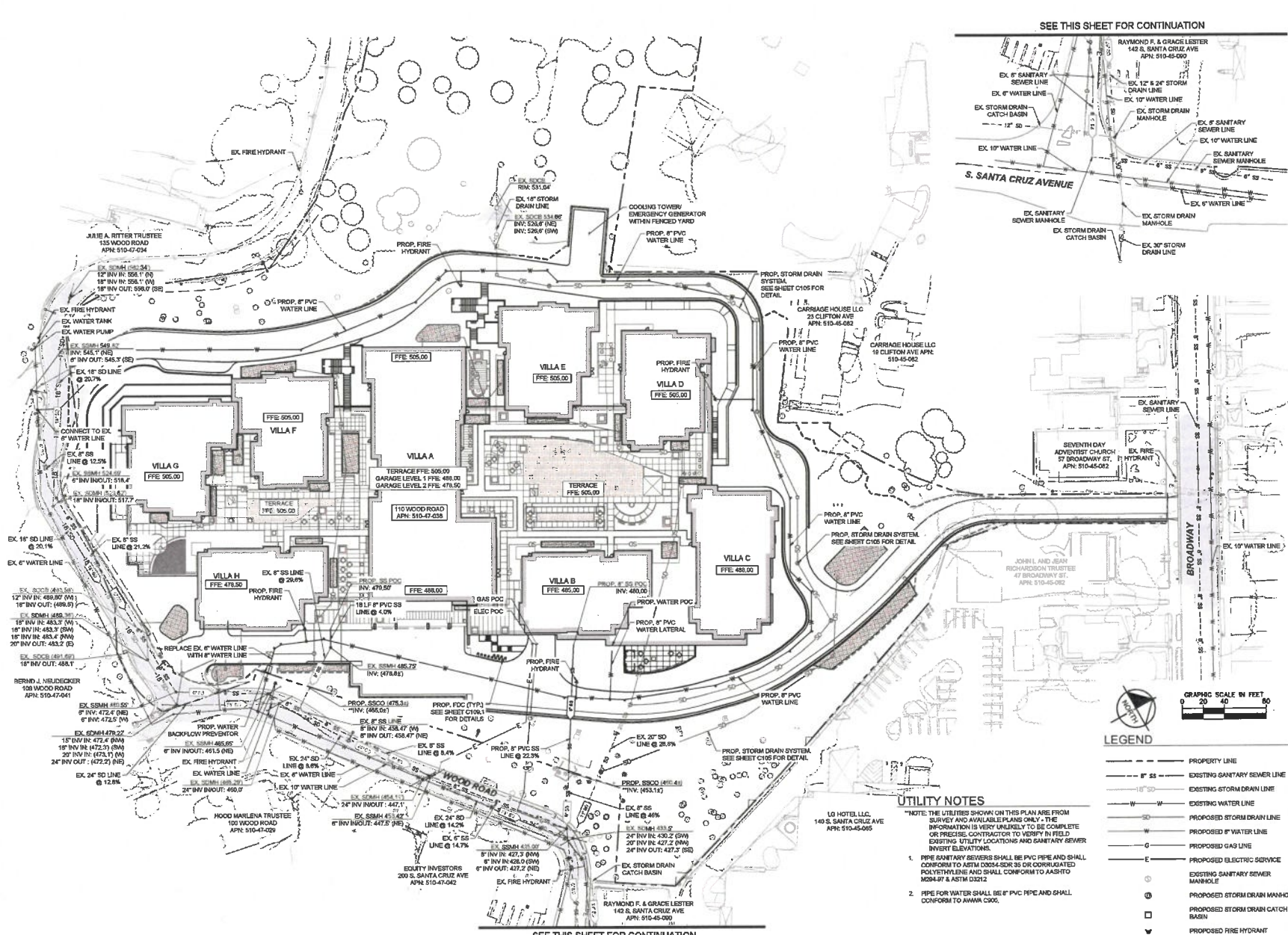
C105.1

PLANNING SUBMITTAL

2024-04-30

Plotted By: C:\Users\Trevi\OneDrive\Documents\Projects\Los Gatos Meadows - MAP103 CADD\Plan Sheets\10510001 - Los Gatos Meadows - MAP103 CADD\Plan Sheets\10510001 PRELIM STORMWATER.dwg
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 April 30, 2024, 05:24:14pm



LEGEND

---	PROPERTY LINE
---	EXISTING SANITARY SEWER LINE
---	EXISTING STORM DRAIN LINE
---	EXISTING WATER LINE
---	PROPOSED STORM DRAIN LINE
---	PROPOSED WATER LINE
---	PROPOSED GAS LINE
---	PROPOSED ELECTRIC SERVICE
○	EXISTING SANITARY SEWER MANHOLE
○	PROPOSED STORM DRAIN MANHOLE
○	PROPOSED STORM DRAIN CATCH BASIN
▼	PROPOSED FIRE HYDRANT
▼	PROPOSED FDC LOCATION
■	PROPOSED BIORETENTION PLANTER BOX

UTILITY NOTES

*NOTE THE UTILITIES SHOWN ON THIS PLAN ARE FROM SURVEY AND AVAILABLE PLANS ONLY - THE INFORMATION IS VERY UNLIKELY TO BE COMPLETE OR PRECISE. CONTRACTOR TO VERIFY IN FIELD. EXISTING UTILITY LOCATIONS AND SANITARY SEWER INVERT ELEVATIONS.

1. FIRE SANITARY SEWERS SHALL BE PVC PIPE AND SHALL CONFORM TO ASTM D3034-SDR 35 OR CORRUGATED POLYETHYLENE AND SHALL CONFORM TO AASHTO M29.8-97 & ASTM D3212
2. PIPE FOR WATER SHALL BE 8" PVC PIPE AND SHALL CONFORM TO AWWA C300.

NO.	DATE	ISSUE

SEAL

Kimley-Horn
 487 CHABOT DRIVE, SUITE 300, P.O. BOX 1000, SAN FRANCISCO, CA 94108
 PH: 415.754.4100 FAX: 415.754.4104
 WWW.KIMLEY-HORN.COM

Applicant:
 ROCKWOOD PACIFIC
 35 SOUTHWOOD DRIVE
 ORINDA, CA 94550
 (415) 818-7544

Owner:
 COTIHA
 2198 N CALIFORNIA BLVD, SUITE 215
 HAYWARD, CA 94540
 (925) 956-7430

City / SDR:
 KIMLEY-HORN
 4877 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 384-4540

Landscape:
 BATES & ASSOCIATES
 2474 CROW CANON RD
 SAN RAMON, CA 94583
 (925) 756-4178

Structural:
 RSPF CONSULTING ENGINEERS
 45 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 963-1004

Mechanical, Electrical & Plumbing:
 GEMROAD
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 395-7677

General Contractor:
 BENTON CORNER RESTRUCTION INC
 600 GIBLARTAR DRIVE
 MILPITAS, CA 95035
 (408) 943-8200

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
 PRELIMINARY UTILITY PLAN

SCALE: 1" = 48' ON 24" X 36"

C106

PLANNING SUBMITTAL

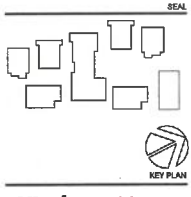
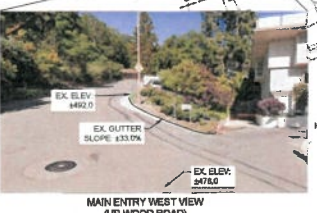
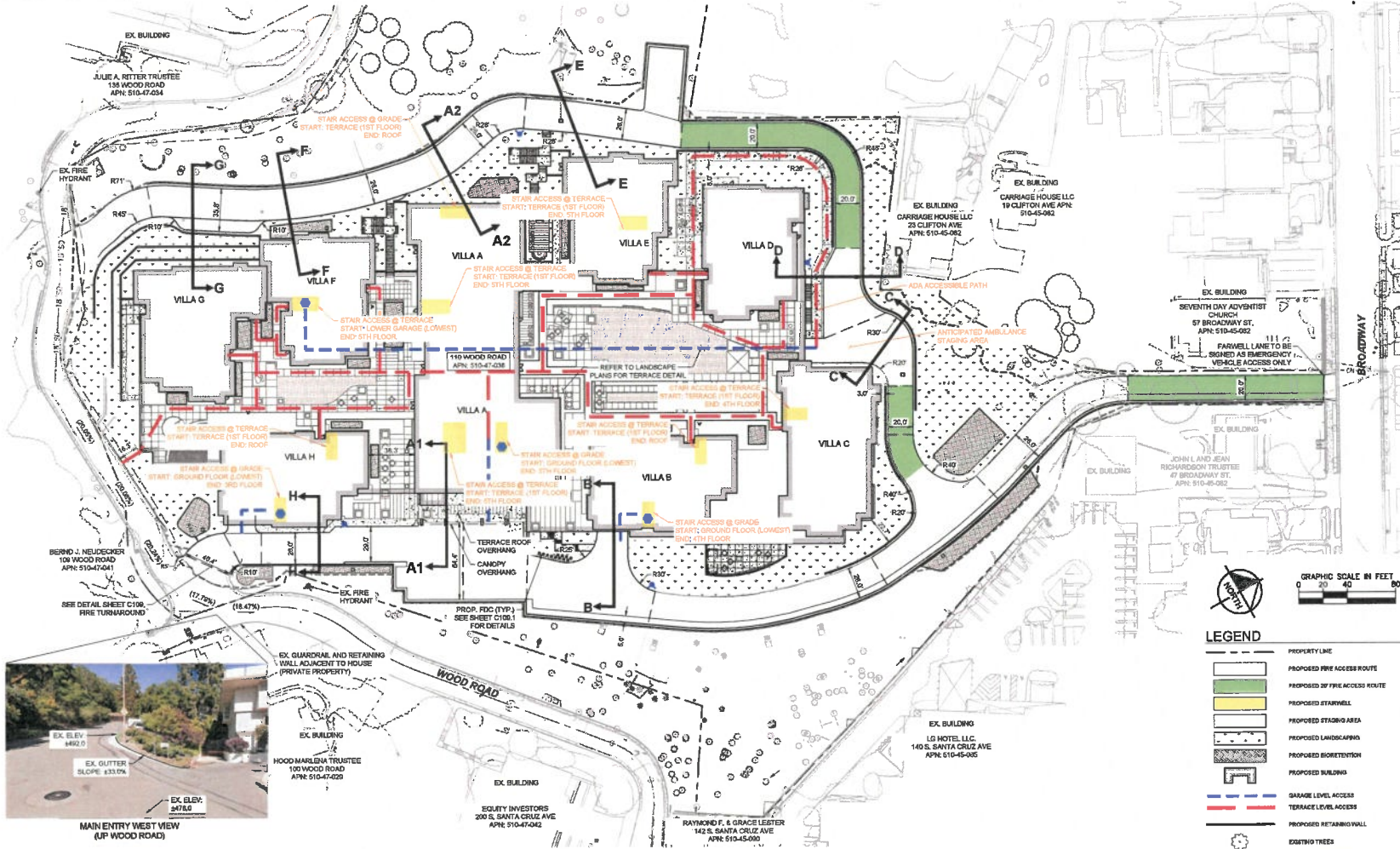
2024-04-30

FIRE NOTES

- EMERGENCY HAZARD RESPONSE COVERAGE: EMERGENCY RESPONDER BASIS COVERAGE IN NEW BUILDINGS: ALL NEW BUILDINGS SHALL HAVE APPROVED HAZARD COVERAGE FOR EMERGENCY RESPONDER WITHIN THE BUILDING BASED UPON THE EXISTING COVERAGE LEVELS OF THE PUBLIC SAFETY CONSUMPTION SYSTEMS OF THE JURISDICTION AT THE LOCATION OF THE BUILDING. THIS SECTION SHALL NOT REQUIRE IMPROVEMENT OF THE EXISTING PUBLIC SAFETY CONSUMPTION SYSTEMS. REFER TO CFC SEC. 118 FOR FURTHER REQUIREMENTS. EMERGENCY HAZARD RESPONSE COVERAGE REQUIREMENTS APPLY TO ALL BUILDINGS.
- WATER SUPPLY REQUIREMENTS: POTABLE WATER SUPPLIES SHALL BE PROTECTED FROM CONTAMINATION CAUSED BY FIRE PROTECTION WATER SUPPLY. IT IS THE RESPONSIBILITY OF THE APPLICANT AND ANY CONTRACTORS AND SUBCONTRACTORS TO PROVIDE ALL UTILITY SERVICES SUPPLYING THE SITE OF EACH PROJECT, AND TO COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE ORDINANCES. SUCH REQUIREMENTS SHALL BE INCORPORATED INTO THE DESIGN OF ANY WATER-BASED FIRE PROTECTION SYSTEM, AND FOR SEPARATE WATER SUPPLY SYSTEMS OR STORAGE CONTAINERS THAT MAY BE PHYSICALLY CONNECTED IN ANY MANNER TO AN APPLICABLE SOURCE OF CHARGED CONTRIBUTION OF THE POTABLE WATER SUPPLY OF THE PURVEYOR OF RECORD. FINAL APPROVAL OF THE SYSTEMS UNDER CONSTRUCTION WILL NOT BE GRANTED BY THE PURVEYOR OF RECORD UNLESS COMPLIANCE WITH THE REQUIREMENTS OF THE WATER PURVEYOR OF RECORD ARE DOCUMENTED BY THAT PURVEYOR AS STIPULATED HEREIN BY THE APPLICANT. SFPD CFC SEC. 114.3 AND HEALTH AND SAFETY CODE 114.142
- CONSTRUCTION SITE FIRE SAFETY: ALL CONSTRUCTION SITES MUST COMPLY WITH APPLICABLE PROVISIONS OF THE CFC CHAPTER 21 AND USE STORAGE DETAIL AND SPECIFICATION 216C. PROVIDE APPROPRIATE NOTICES OF SUBSEQUENT PLAN SUBMITTALS, AS APPROPRIATE TO THE PROJECT. CFC CFP 2A.
- 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. THESE IDENTIFIERS SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE ORDINANCES. APPROVED LOCATIONS TO FACILITATE EMERGENCY RESPONSE, ADDRESS NUMBERS SHALL BE A MINIMUM OF 4 INCHES (102 MM) HIGH WITH A MINIMUM STROKE WIDTH OF 1/8 INCH (3.175 MM). THESE ADDRESS NUMBERS OR IDENTIFIERS SHALL BE MAINTAINED AND NOT REMOVED FROM THE PUBLIC WAY. A WORKMANS' KEY OR OTHER TOOL OR WEAPON SHALL BE USED TO REMOVE THE STRUCTURE. ADDRESS NUMBERS SHALL BE MAINTAINED. CFC SEC. 206.1.
- FIRE LANE REQUIREMENTS: FOR ALL ROADWAYS WITHIN THE PROJECT SHALL BE FOR FIRE DEPARTMENT OPERATIONAL MANEUVERS SHALL ALSO CONFORM TO LOCAL GOVERNMENT STANDARDS AND FIRE DEPARTMENT STANDARDS. DETAIL A AND DETAIL B SHALL BE USED. CFC SEC. 212.
- THIRTY-MINUTE COMMUNICATION SYSTEMS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH ALL CURRENT EDITIONS OF NFPA 72, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA BUILDING CODE, AND THE CITY OR TOWN ORDINANCES, POLICES, AND STANDARDS. WHILE A THIRTY-MINUTE SYSTEM IS BEING INSTALLED, OTHER STANDARDS ALSO CONTAIN DEMONSTRATION CRITERIA FOR SPECIAL LIFE SAFETY RELATED EQUIPMENT. THESE OTHER STANDARDS ARE REFERRED TO IN NFPA 72.
- FARWELL LANE TO BE SERVED AS AN EMERGENCY VEHICLE ACCESS ONLY.

NO.	DATE	ISSUE

Polled By: Checks, Travis Sheet Section: KUBAY_LDEV197101001 - Los Gatos Meadows - MAP08 CADD/Plan Sheet/000 SET/CT108 FIRE ACCESS EXHIBIT.dwg
April 30, 2024 09:08:43pm



Kimley-Horn
457 CHABOT DRIVE, SUITE 100, RAYMONT, CA 94583
PHONE: 925-894-6100 FAX: 925-894-6105
WWW.KIMLEY-HORN.COM

Architect:
800 WOOD PARKING
30 SHERWOOD DRIVE
ORLANDO, CA 32835
(407) 516-7544

Owner:
COVIA
2180 N CALIFORNIA BLVD, SUITE 215
MILPITAS, CA 95035
(408) 950-7400

Contractor:
KIMLEY-HORN
457 CHABOT DRIVE, SUITE 100
RAYMONT, CA 94583
(925) 388-4540

Engineer + ASSOCIATED:
2871 CROW CANYON RD
SAN FRANCISCO, CA 94133
(415) 736-8178

Structural:
SFPD CONSULTING ENGINEERS
45 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 999-1004

Mechanical, Electrical & Plumbing:
SUNBELT
130 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7857

General Contractor:
BERKSON CONSTRUCTION INC
600 GERRALTAR DRIVE
MILPITAS, CA 95035
(408) 542-4200



PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

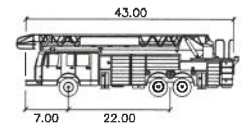
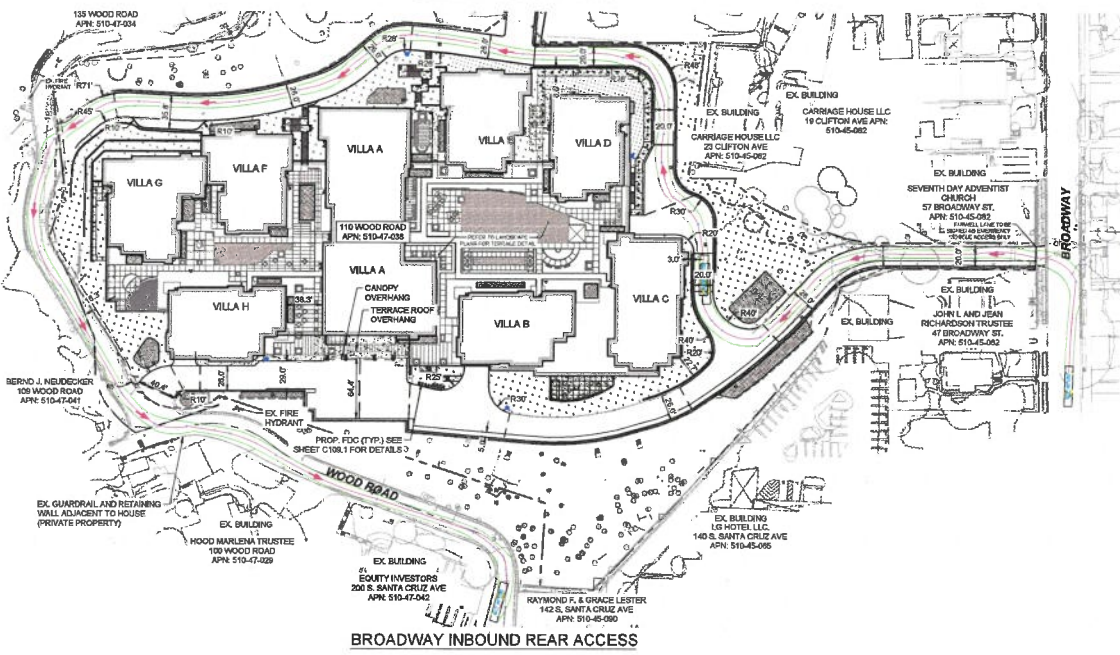
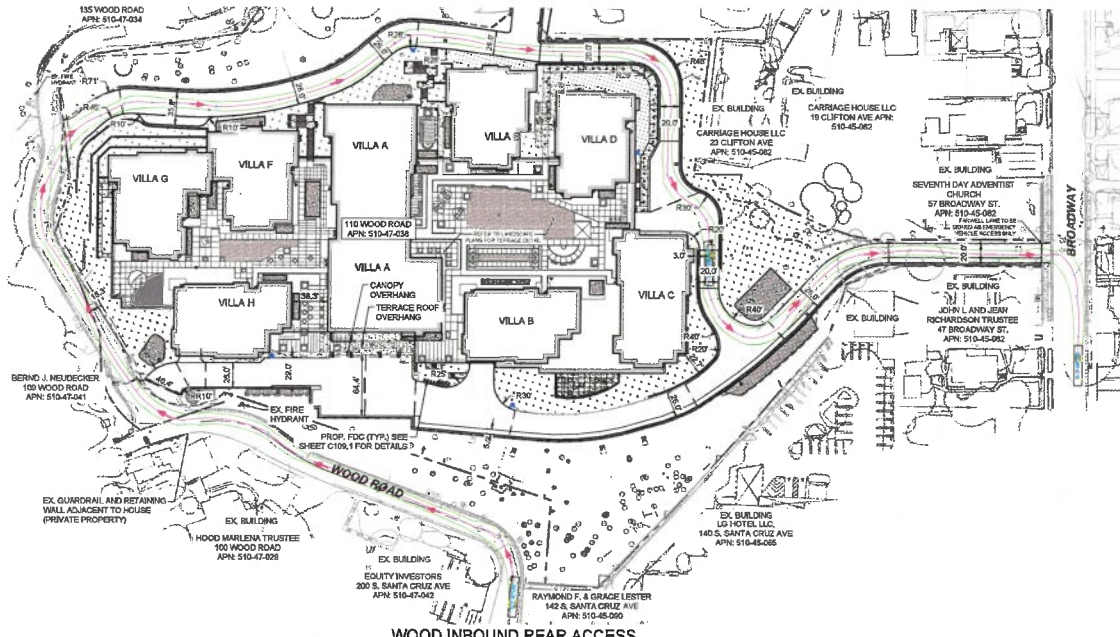
DRAWING TITLE:
PRELIMINARY FIRE ACCESS PLAN

SCALE: 1" = 40' ON 24" X 36"

C108

PLANNING SUBMITTAL

2024-04-30

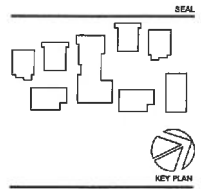


Aerial Fire Truck

feet

Width : 8.50
 Track : 8.50
 Lock to Lock Time : 5.0
 Steering Angle : 33.3

NO.	DATE	ISSUE



Kimley-Horn

4837 CHABOT DRIVE, SUITE 300, PLEASANTON, CA 94588
 PHONE: 925.308.4040 FAX: 925.308.4044
 WWW.KIMLEY-HORN.COM

Applicant:
 BOSEWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORLAND, CA 94653
 (925) 815-7344

Owner:
 GOWA
 2108 N CALIFORNIA BLVD, SUITE 215
 WALNUT CREEK, CA 94598
 (925) 938-7400

CM / Site:
 KIMLEY-HORN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 398-4040

Landscape:
 GATES + ASSOCIATES
 2811 CROW CANYON RD
 SAN RAMON, CA 94553
 (925) 738-8178

Structural:
 KPFF CONSULTING ENGINEERS
 48 FORTY-NINTH ST, 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 393-1001

Mechanical, Electrical & Plumbing:
 GILMARD
 150 CALIFORNIA ST, 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7857

General Contractor:
 DEVCON CONSTRUCTION INC
 600 GERALDIN DRIVE
 MILPITAS, CA 95035
 (408) 942-8200

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

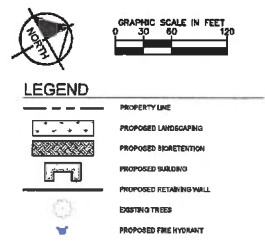
PROJECT No: 70581.00
 DRAWING TITLE:
FIRE TURNAROUND DETAILS - REAR ACCESS

SCALE: 1" = 40' ON 24" X 36"

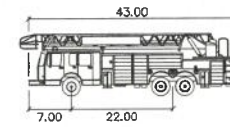
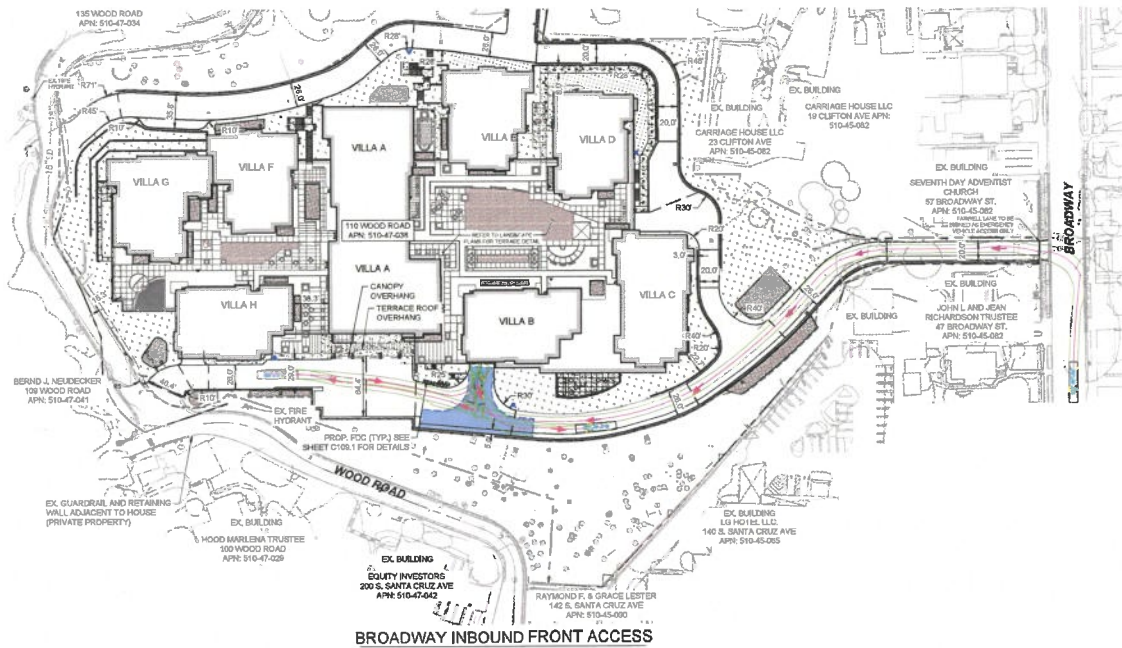
C108.1

PLANNING SUBMITTAL

2024-04-30



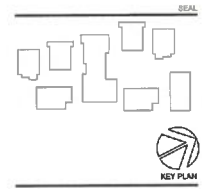
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 April 30, 2024, 08:58:37pm



Aerial Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 33.3

NO.	DATE	ISSUE



Kimley-Horn
 4827 CHABOT DRIVE, SUITE 300, ALBANYTON, CA 94591
 PROJECTS: 925.462.6400 FAX: 925.336.0814
 WWW.KIMLEY-HORN.COM

Applicant:
ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 CRYSTAL, CA 94553
 (415) 916-7944

Owner:
 COVIA
 2166 N CALIFORNIA BLVD, SUITE 215
 WILMANT, OREGON, CA 97150
 (503) 956-7400

City/State:
KIMLEY-HORN
 4827 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94508
 (925) 398-4840

Landscape:
GATES & ASSOCIATES
 2871 CROW CANYON RD
 SAN FRANCISCO, CA 94133
 (415) 736-8174

Structure:
KPF CONSULTING ENGINEERS
 45 FREMONT ST., 26TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 888-1004

Mechanical, Electrical & Plumbing:
SILVERADO
 190 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7687

General Contractor:
BEYONCE ENGINEERING INC
 890 GENERAL YAK DRIVE
 MILPITAS, CA 95035
 (408) 942-8200

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00
 DRAWING TITLE:
FIRE TURNAROUND DETAILS - FRONT ACCESS

SCALE: 1" = 20' ON 24" X 36"
C108.2
 PLANNING SUBMITTAL
 2024-04-30

GRAPHIC SCALE IN FEET
 0 30 60 120

LEGEND

- PROPERTY LINE
- PROPOSED LANDSCAPING
- PROPOSED BIKE/PEDESTRIAN
- PROPOSED FIRE TRUCK TURNAROUND, SEE DETAIL OF SHEET C109
- PROPOSED BUILDING
- PROPOSED RETAINING WALL
- EXISTING TREES
- PROPOSED FIRE HYDRANT

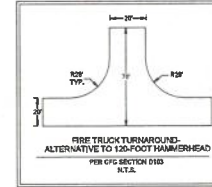
FIRE NOTES

- EMERGENCY ALERTS:** FIRE-ORDER COVERAGE, EMERGENCY RESPONSE, RADIO COVERAGE IN NEW BUILDINGS, ALL NEW BUILDINGS SHALL HAVE APPROVED RADIO COVERAGE FOR EMERGENCY RESPONSE WITHIN THE CITY BASED UPON THE EXTENT COVERAGE LEVELS OF THE PUBLIC SAFETY COMMUNICATION SYSTEMS OF THE ASSOCIATION OF THE BUILDING. THIS SECTION SHALL NOT REQUIRE IMPROVEMENT OF THE EXISTING PUBLIC SAFETY COMMUNICATION SYSTEMS. REFER TO CFC SEC. 118 FOR FURTHER REQUIREMENTS, EMERGENCY RADIO RESPONSE COVERAGE REQUIREMENTS APPLIES TO ALL FIRE LINES.
- WATER SUPPLY REQUIREMENTS:** POTABLE WATER SUPPLIES SHALL BE PROTECTED FROM CONTAMINATION CAUSED BY FIRE PROTECTION WATER SUPPLIES. IT IS THE RESPONSIBILITY OF THE PROPRIETOR AND ANY CONTRACTORS AND SUBCONTRACTORS TO CONTACT THE WATER PURVEYOR TO SURVEY 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-RELATED FIRE PROTECTION SYSTEMS AND SHALL BE PHYSICALLY CONNECTED IN A MANNER TO AN APPROVED SOURCE OF CLEAN WATER SUPPLY. THE FIRE LINE WATER SUPPLY OF THE PURVEYOR OF RECORD, FINAL APPROVAL OF THE SYSTEMS UNDER CONSTRUCTION SHALL NOT BE GRANTED BY THE OFFICIALS UNLESS THE CONTRACTOR MEETS THE REQUIREMENTS OF THE WATER PURVEYOR OF RECORD. SEE DOCUMENTS BY THAT PURVEYOR AS WELL AS ANY OTHER BY THE APPLICANT. 2019 CFC SEC. 165.4 AND HEALTH AND SAFETY CODE 1314.7
- CONSTRUCTION SITE FIRE SAFETY:** ALL CONSTRUCTION SITES MUST COMPLY WITH APPLICABLE PROVISIONS OF THE CFC CHAPTER 53 AND OUR STANDARD DETAIL AND SPECIFICATIONS. PROVIDE APPROPRIATE NOTATIONS ON SUBMITTAL PLAN SUBMITTAL, AS APPROPRIATE TO THE PROJECT. CFC CHAP. 53.
- ADDRESS IDENTIFICATION:** NEW AND EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS, SEE DRAWINGS OR APPROVED BUILDING FOOTPRINTS PLACED IN A PROMINENT PLACE BE PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THESE NUMBERS SHALL CORRELATE WITH THEIR BACKGROUND NUMBER PROVIDED BY THE CODE OFFICIAL. ADDRESS NUMBERS SHALL BE PROVIDED IN ADDITIONAL APPROVED LOCATIONS TO FACILITATE EMERGENCY RESPONSE. ADDRESS NUMBERS SHALL BE ALPHABETICAL LETTERS. NUMBERS SHALL BE A MINIMUM OF 4 INCHES TO 4 1/2 INCH HIGH. A MINIMUM WIDTH OF 1/4 INCH TO 3/8 INCH. NUMBERS SHALL BE MADE OF A PROMINENT MATERIAL THAT CANNOT BE VIEWED FROM THE PUBLIC WAY. NUMBERS, POLLS OR OTHER SIGN OR MARKS SHALL BE USED TO IDENTIFY THE STRUCTURE. ADDRESS NUMBERS SHALL BE MAINTAINED. CFC SEC. 506.1
- FIRE LANE MAINTENANCE:** FOR ALL ROADWAYS WITHIN THE PROJECT SHALL BE FOR FIRE DEPARTMENT OPERATIONS. MAINTENANCE SHALL ALSO COMPLY TO LOCAL GOVERNMENT STANDARDS AND FIRE DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS. I.A.C. CFC SEC. 505.3
- THIRDMY COMMUNICATION SYSTEMS:** SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH ALL CURRENT EDITIONS OF NFPA 72, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA BUILDING CODE, AND THE CITY OF TOWN ORDINANCES, POLICES, AND STANDARDS WHERE A THIRDMY SYSTEM IS BEING RETAILED. OTHER STANDARDS ALSO CERTAIN DESIGN/INSTALLATION CRITERIA FOR SPECIFIC LIFE SAFETY RELATED EQUIPMENT. THESE OTHER STANDARDS ARE REFERRED TO IN NFPA 72.

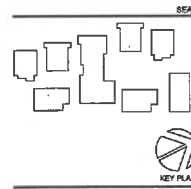
TABLE 2: SUMMARY OF PROPOSED BUILDING FIRE AREAS

Building	# of Apartments	Gross Square Feet [GSPF]	Building Ht [ft]
Villa A	50	845,098	87
Villa B	18	28,306	59
Villa C	23	42,673	90
Villa D/E	42	72,358	93.5
Villa F/G	37	82,789	82
Villa H	17	28,306	59

* Building A GSPF includes service spaces on Level G including entry/reception, fitness area health office and several back of house areas.
 * Finished building height dimensions are to ground level (+000).
 Source: Perkins Eastman, February 2024



NO.	DATE	ISSUE



KimleyHorn
 4637 CHARLOT DRIVE, SUITE 202, PLEASANTON, CA 94566
 PH: 925-386-4600 FAX: 925-386-4600
 WWW.KIMLEYHORN.COM

Applicant:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 COSTA MESA, CA 92626
 (415) 816-7944

Owner:
 COTYSA
 2148 N CALIFORNIA BLVD, SUITE 215
 WALNUT CREEK, CA 94598
 (925) 859-7400

Call #:
 KIMLEYHORN
 4637 CHARLOT DRIVE, SUITE 202
 PLEASANTON, CA 94566
 (925) 386-4600

Landscaper:
 BATES & ASSOCIATES
 2871 CROW CANYON RD
 SAN FRANCISCO, CA 94583
 (415) 736-4178

Structural:
 HOFF & ASSOCIATES ENGINEERS
 43 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 988-1004

Mechanical, Electrical & Plumbing:
 BERTRAM
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7677

General Contractor:
 BREYDEN CONSTRUCTION INC
 650 ORLANDO DRIVE
 MILPITAS, CA 95035
 (408) 964-8300

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
PRELIMINARY HOSE PULL PLAN

SCALE: 1" = 40' ON 24" X 36"

C109

PLANNING SUBMITTAL

2024-04-30

Plotted By: C:\checkmate\Travis_Sheet_Sack\KIM_KISBAY_LDEVI197101001 - Los Gatos Meadows - MAPUB CAD\Plan Sheets\DD SETVC109 HOSE PULL PLAN.dwg
 April 30, 2024 05:07:37pm

D. LAURENCE GATES
LANDSCAPE ARCHITECTURE



LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR
CONSTRUCTION

PROJECT NUMBER: XXXX
DRAWN: XX
CHECK: XX
DATE: APRIL 30, 2024
SCALE: SCALE



OVERALL ILLUSTRATIVE
SITE PLAN

LS-1

LAYOUT NOTES

- CONTRACTOR SHALL VERIFY ALL UTILITIES, GRADES, EXISTING CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO COMMENCING WORK. ALL DISCREPANCIES OR QUESTIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.
- ALL WRITTEN DIMENSIONS SUPERSEDE ALL SCALED DISTANCES AND DIMENSIONS. DIMENSIONS SHOWN ARE FROM THE FACE OF THE BUILDING, WALL, BACK OF CURB, EDGE OF WALK, PROPERTY LINE, OR CENTERLINE OF CHANNELS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL DIMENSIONS AT BUILDING ARE TO FACE OF BUILDING. ALL DIMENSIONS AT ROADWAY ARE TO FACE OF CURB.
- ALL ANGLES ARE 45 DEGREE, 90 DEGREE, OR 135 DEGREE UNLESS OTHERWISE NOTED.
- ALL CURVES AND ALL TRANSITIONS BETWEEN CURVES AND STRAIGHT EDGES SHALL BE SMOOTH.
- ALL RETURN BAMA AND CURB DATA ARE TO FACE OF CURB.
- MINORVEN BETAH OF WALL (8M) ELEVATION IS GIVEN, IT IS FINISH PAVEMENT OR GRADE ELEVATION AT FACE OF WALL.
- SCORE LINES IN SIDEWALKS SHALL BE SPACED TO EQUAL THE WIDTH OF THE WALKWAY, UNLESS OTHERWISE SHOWN. EXPANSION JOINTS IN SIDEWALKS SHALL BE 20' ON CENTER MAXIMUM.
- EXPANSION JOINTS IN CONCRETE WALLS SHALL BE AT 40' O.C. MAXIMUM.
- BUILDING LAYOUT AND LOCATION, SIDEWALK, CURB AND GUTTER, GRADING AND DRAINAGE IS BASED ON DRAWINGS PREPARED BY THE ARCHITECT AND THE CIVIL ENGINEER.
- STATIONING HEREON IS ALONG CONSTRUCTION CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED.
- ANY EXTRA CONSTRUCTION STAKING NECESSITATED DURING THE CONTRACTOR'S HOLDINGS WILL BE CHARGED TO THE CONTRACTOR ON A TIME AND EXPENSE BASIS AND PAID FOR BY THE CONTRACTOR.
- SEE IRRIGATION DRAWINGS FOR GENERAL SYSTEM REQUIREMENTS AND FOR LOCATION OF IRRIGATION MAINLINE PIPING. SLEEVES TO ACCOMMODATE IRRIGATION PIPING, SIZES AS NEEDED, SHALL BE IN PLACE UNDER AND THROUGH SLABS AND WALLS PRIOR TO POURING.
- PROVIDE CONTINUOUS HEADERS AT THE EDGES OF ALL AC PAVING, SHRUB AREAS, LAWN AREAS, DECOMPOSED GRANITE WHERE IT IS NOT CONCRETED BY A CONCRETE PAVING OR BOW BOARD.
- ALL CONCRETE PAVEMENTS SHALL BE CONCRETE INTO CURBS, SIDEWALKS, AND BUILDING FOUNDATIONS.
- REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION, SECTIONS, REINFORCEMENT, AND PREPARATION. IN CASE OF DISCREPANCY THE GEOTECHNICAL REPORT SHALL GOVERN.
- ALL TYPICAL DETAILS SHALL APPLY UNLESS NOTED OTHERWISE.
- ANY AND ALL WORK WITHIN TOWN OF LOS GATOS RIGHT OF WAY SHALL CONFORM TO ALL TOWN OF LOS GATOS STANDARD DETAILS AND SPECIFICATIONS.
- CONCRETE FOOTINGS INSTALLED FOR ALL SITE FURNISHINGS, SPORTS EQUIPMENT, ETC. IN DECORATIVE FINISHES, ASPHALT PAVING, DECOMPOSED GRANITE, CONCRETE PAVING, AND PLANTERS SHALL BE HELD BEYOND GRADE.
- ALL EXISTING ITEMS TO REMAIN SHALL BE PROTECTED AS REQUIRED. ANY DAMAGED ITEMS SHALL BE FULLY REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE FULL SATISFACTION OF THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH OPERATIONS.
- ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON HORIZONTAL MEASUREMENTS.
- ALL PATTERNS, LINE TYPES AND SYMBOLS SHOWN WITHIN THE PLAN SET REFERENCE THE LAYOUT LEGEND AND ARE PART OF THE SCOPE OF WORK. CALLOUTS ARE SHOWN FOR CLARIFICATION OF WORK, BUT DO NOT INDICATE EVERY AND ARE PART OF THE SCOPE OF WORK. THE CONTRACTOR SHALL REQUEST CLARIFICATION TO ANY ITEMS INCLUDING BUT NOT LIMITED TO PAVING, WALLS, FINISHES, COLORS, FINISHES, FOUNDATIONS, POYS, AND SITE FURNITURE NOT CLEARLY IDENTIFIED TO BE PART OF THE SCOPE OF WORK PRIOR TO BID.
- THE CONTRACT DRAWINGS MUST BE ACCOMPANIED BY CONTRACT SPECIFICATIONS. THE CONTRACTOR MUST CONTACT THE LANDSCAPE ARCHITECT AT 925-736-8776 FOR SPECIFICATIONS IF NOT RECEIVED.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK AND MATERIALS OF THE CONTRACT DOCUMENTS INCLUDING ALL WORK AND MATERIALS PROVIDED BY SUBCONTRACTORS. ALL QUALIFICATIONS OF THE CONTRACT DOCUMENTS INCLUDING ALL SPECIFIC EXCLUSIONS OF ANY WORK, DETAILS, MATERIALS, AND INCIDENTALS SHALL BE CONFIRMED AND ACCEPTED IN WRITING BY THE CONTRACTOR AND OWNER UPON FINALIZATION OF BIDS AND CONTRACT. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ALL QUALIFICATIONS AND NOTIFICATIONS.

LAYOUT LEGEND

- PEDESTRIAN SAWCUT CONCRETE PAVING
TYPE: INTEGRAL COLOR CONCRETE
COLOR: PEBBLE BY DAVIS COLORS
FINISH: MEDIUM BROWN/TOPCAST 25
- VEHICULAR SAWCUT CONCRETE PAVING
TYPE: INTEGRAL COLOR CONCRETE
COLORS: DARK GRAY BY DAVIS COLORS
FINISH: MEDIUM BROWN
- VEHICULAR SAWCUT CONCRETE PAVING
TYPE: INTEGRAL COLOR CONCRETE
COLORS: DARK GRAY BY DAVIS COLORS
FINISH: TOPCAST 25
- VEHICULAR PAVERS
TYPE: GRANITE PAVERS
MFC: COLD SPRING GRANITE
SIZE: 12"X12" THICKNESS
COLOR: ACADIAN BLACK
FINISH: THERMAL
- SEEDED GRASS IN PAVING
COLOR: MIX TO BE SELECTED
SIZE: 1/8" @ - 1/4" @ +/-
- TONE AC PAVING (PEDESTRIAN TRAIL)
COLOR: T.B.D.

PLANTING NOTES

- GENERAL
- ALL WORK SHALL BE PERFORMED BY PERSONS FAMILIAR WITH PLANTING WORK AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN.
 - ALL QUANTITIES AND PLANT COUNTS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. IN CASE OF DISCREPANCIES, THE PLAN SHALL GOVERN.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE SUBSTITUTIONS, ADDITIONS, AND DELETIONS IN THE PLANTING SCHEME AS THEY FEEL NECESSARY WHILE WORK IS IN PROGRESS, UPON APPROVAL BY THE OWNER. SUCH CHANGES ARE TO BE ACCOMPANIED BY DETAILED ADJUSTMENTS IN THE CONTRACT PRICE, WHEN NECESSARY.
 - PLANT MATERIAL LOCATIONS SHOWN ARE DIAGNOSTIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD BY THE LANDSCAPE ARCHITECT. PLANT LOCATIONS ARE TO BE ADJUSTED IN THE FIELD AS NECESSARY TO AVOID UTILITIES, BUT SHALL NOT BLOCK WINDOWS, BLOCK SIGNS NOR IMPEDRE ACCESS.
 - THE DESIGN INTENT OF THE PLANTING PLAN IS TO ESTABLISH AN ATTRACTIVE, MATURE LANDSCAPE APPEARANCE. FUTURE PLANT GROWTH WILL NECESSITATE TRIMMING, SHAPING, AND IN SOME CASES REMOVAL OF TREES AND SHRUBS AS AN ON-GOING MAINTENANCE PROCEDURE.
 - ALL PLANTING AREA MUST BE IRRIGATED WITH AUTOMATIC IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL BE FULLY AUTOMATED AND OPERATIONAL WITH FULL COVERAGE PRIOR TO PLANTING.
 - CONTRACTOR TO REVIEW ALL EXISTING, PROPOSED, & AS BUILT UTILITY PLANS PRIOR TO CONSTRUCTION. CONTRACTOR TO TAKE PRECAUTIONS IN EXCAVATION OF ALL EXISTING UTILITIES. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS FOUND DURING CONSTRUCTION.
 - CONTRACTOR MUST REVIEW ALL PLANS PRIOR TO THE BEGINNING OF CONSTRUCTION AND MAINTAIN THE FOLLOWING INFORMATION FOR ALL TREE PLANTINGS. CONTRACTOR TO TAKE PRECAUTION IN ALL EXCAVATION ACTIVITY. NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS PRIOR TO INSTALLATION.
THE HYDRANTS AND PVS: 5" MINIMUM LIGHT POLES: 10" MINIMUM UTILITIES: 5" MINIMUM BUILDING ROOF EDES: 5" MINIMUM
 - CONTRACTOR TO PROVIDE AND ARRANGE FOR PLANT MATERIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PURCHASE AS REQUIRED FOR THE FULL IMPLEMENTATION OF THE PROJECTS PLANTING PLAN. CONTRACTOR MUST SUBMIT WITHIN 30 DAYS AFTER AWARD OF A BID A DETAILED INVENTORY LIST OF SPECIFIED PLANT MATERIAL, CONTRACT GROW PLANT MATERIAL, AND ANY SUBSTITUTION REQUESTS. CONTRACTOR SHALL ARRANGE AND SECURE ALL PLANT MATERIAL WITHIN 30 DAYS OF BID. UPON RECEIPT, PLANT MATERIAL THAT DOES NOT MEET NURSERY STANDARDS, IS ROOTBOUND, OF POOR QUALITY & HEALTH, SUBSTANDARD SIZE, AND / OR IS NOT APPROVED BY THE LANDSCAPE ARCHITECT SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. MATERIAL WHICH IS NOT SPECIFIED AND IS UNAVAILABLE IN THE SPECIFIED SIZE IS UP-SIZED, IF AVAILABLE. ALL REPLACEMENT MATERIAL, SUBSTITUTIONS OR UP-SIZED PLANT MATERIAL MUST BE PROVIDED AS REQUIRED FOR THE FULL IMPLEMENTATION OF THE PLANTING PLAN AT NO ADDITIONAL COST TO THE CONTRACTOR AND OWNER.
 - PROCUREMENT OF PLANT MATERIAL SHALL NOT BE LIMITED TO NORTHERN CALIFORNIA. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRUCKING, INSPECTIONS, AND INCIDENTALS FOR PROVIDING PLANT MATERIAL FROM SOURCES OUT OF STATE AS REQUIRED BY THE PROJECT PLANTING PLAN.
- EXISTING PLANT MATERIAL
- ALL EXISTING PLANT MATERIAL, TREES, OR LAWN TO REMAIN MUST BE PROTECTED AND MAINTAINED IN PLACE BY THE CONTRACTOR.
 - ANY DAMAGED MATERIAL MUST BE FULLY REPLACED TO MATCH EXISTING BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACTOR AND OWNER.
 - CONTRACTOR MUST MAINTAIN ANY EXISTING IRRIGATION SYSTEMS OR PROVIDE TEMPORARY IRRIGATION SYSTEMS AS REQUIRED TO ALL EXISTING PLANTING AREAS TO REMAIN.
- SOILS
- THE CONTRACTOR MAY PROTECT AND STOCKPILE EXISTING SITE SOILS WHICH MAY BE REUSED FOR PLANTING PURPOSES. EXISTING SOILS SHALL BE TESTED PRIOR TO STOCKPILE FOR SOILS SUITABILITY PER THE REQUIREMENTS BELOW.
 - ALL ORGANIC COMPOST SHALL HAVE AN ADDITIONAL SUSTAINABLES TEST FOR COMPATIBILITY TO EXISTING SITE SOILS. TEST RESULTS SHALL BE OBTAINED WITHIN THE LAST 3 MONTHS OF THE SUBMITTAL.
 - ALL EXISTING SITE SOILS SHALL HAVE AN ADDITIONAL SUSTAINABLES TEST BY AN APPROVED SOILS TESTING LAB (APPOINTMENT ANALYTICAL OR APPROVED EQUAL) AND ANALYSIS FOR RECOMMENDATIONS ON ORGANIC COMPOST, AMENDMENTS, GROW POWER FERTILIZER AND ANY INCIDENTALS. RECOMMENDATIONS CONTAINED IN THE SOILS ANALYSIS RESULTS ARE TO BE IMPLEMENTED BEFORE PLANTING OCCURS. CONTRACTOR SHALL PROVIDE UP TO 4 COMBINED TESTS AT LOCATIONS SELECTED BY THE LANDSCAPE ARCHITECT. SOIL SAMPLES TO BE TAKEN AND COMBINED FROM A DEPTH OF 6" AND 24". PROVIDE ADDITIONAL TESTING (ONE 6" AND ONE 24" DEPTH TEST PER 25,000 SF FOR AREAS WHICH WERE LIME TREATED). THE ORGANIC COMPOST TEST RESULTS LISTED ABOVE SHALL BE SUBMITTED TO THE SOILS LAB FOR ACCURATE RECOMMENDATIONS OF THE SOIL AMENDMENT REQUIREMENTS. TEST RESULTS SHALL BE TAKEN AFTER ALL GRADING OPERATIONS ARE COMPLETE.
 - ALL LIME TREATED SOILS IN AREAS TO RECEIVE PLANTING SHALL BE FULLY REMOVED AND REPLACED WITH CLEAN APPROVED IMPORT TOP SOIL AT NO COST TO THE OWNER. AN ADDITIONAL 8 SOILS TESTS MAY BE REQUESTED BY THE LANDSCAPE ARCHITECT. ALL TESTING SHALL BE PAID FOR BY THE CONTRACTOR.
 - ALL SOILS IMPORTED ONTO THE SITE FOR ANY PURPOSE SUCH AS GRADING, NON EXPANSIVE FILL, OR FOR ANY OTHER PURPOSE MUST BE TESTED FOR PLANT SUITABILITY PRIOR TO PLACEMENT. ALL IMPORT SOILS SHALL BE NON-EXTRACTIVE TO PLANT MATERIAL, AND SOILS ANALYSIS SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL. PROVIDE 1 TEST PER 300 CY OF MATERIAL.
 - ALL IMPORT SOILS SHALL BE FREE OF DELETERIOUS MATERIALS, AGGREGATES, AND ROCK. IMPORT SOIL SHALL BE LOAMY CLAY LOAM WITH A PH BETWEEN 6 AND 7.5. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - FOR BID PURPOSES AMEND ALL SOIL WITH 6 YARDS MMR COMPOST, SOILS CYPRUS, SOILS SOIL, SULFUR AND 16LBS OF GROW-POWER PULV 3-3-1 1/2 W/ M PER 1000SF. CONTRACTOR TO SUBMIT ALL DELIVERY TICKETS FOR COMPOST AND FERTILIZERS FOR VERIFICATION.
 - SOIL IS TO BE AMENDED, AT THE RATE INDICATED BY THE SOIL ANALYSIS, TO BRING THE SOIL ORGANIC MATTER CONTENT TO A MINIMUM OF 3.5% BY DRY WEIGHT, AND A MINIMUM OF 2% OF QUALITY RECYCLED COMPOST, ON ALL PLANTING AREAS.
 - ALL PLANTERS IN AREAS WHICH HAVE BEEN COMPACTED, SUCH AS CONSTRUCTION STAGING AREAS AND IN PARKING LOTS, SHALL BE CROSS RIPPED TO THE FOLLOWING DEPTHS: PLANTERS LESS THAN THREE (3) FEET WIDE SHALL HAVE COMPACTION REDUCED TO A MINIMUM OF 10% OF TWENTY FOUR (24) INCHES BELOW SUBGRADE. PLANTERS THREE TO TEN (3-10) FEET WIDE MUST HAVE COMPACTION REDUCED TO A MINIMUM DEPTH OF 18" BELOW SUBGRADE. PLANTERS MORE THAN 10' WIDE SHALL HAVE COMPACTION REDUCED TO A MINIMUM DEPTH OF 12" BELOW SUBGRADE. AREAS SHALL BE PROTECTED AFTER DECOMPACTION.
 - CONTRACTOR SHALL PERFORM A PERCOLATION TEST AT THE BEGINNING OF CONSTRUCTION AT 1 LOCATION PER ACRE (MAX OF 4) TO DETERMINE THE DRAINAGE CAPACITY OF THE EXISTING SITE SOIL FOR TREE HEALTH. NOTIFY THE LANDSCAPE ARCHITECT IF DRAINAGE IS LESS THAN 2" PER HOUR.

- TREES
- ALL TREES SHALL BE SPECIMENS UNLESS SPECIFICALLY NOTED.
 - ALL TREES ARE TO BE STAKED AS SHOWN ON THE TREE STAKING/CUTTING DIAGRAMS. BRANCHING HEIGHT OF TREES SHALL BE 4'-8" MINIMUM ABOVE FINISH GRADE. ALL TREES IN A FORMAL GROUP PLANTING MUST BE MATCHING IN SIZE AND SHAPE. ALL STREET TREES TO BE INSTALLED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE OWNER. LANDSCAPE ARCHITECT SHALL BE CONSULTED REGARDING ORIENTATION OF TREES PRIOR TO PLANTING AND/OR BACKDOLLING.
 - PLANT TREES 3"-10" MINIMUM FROM FACE OF CURB AT PARKING, AND FROM EDGES OF PAVING. ALL TREES WITHIN 5' OF PAVING AREAS AND SHRUBS MUST HAVE ROOT BARRIERS INSTALLED. SEE ROOT BARRIER DETAIL. DEEP ROOT BARRIER MODEL: MC ULTRA2, (MS) 344-1464. INSTAL. PFD MANUFACTURER'S SPECIFICATIONS. WHERE WATER BARRIERS AND ROOT BARRIERS ARE REQUIRED, USE CENTURY PRODUCTS DUAL PURPOSE WATER/ ROOT BARRIER OR-PE24-200, (714)832-7003, S.C.D.O. FOR LOCATIONS OF WATER BARRIER.
 - PROVIDE 4" BORN AROUND TREE FOR WATER BASH. SEE TREE STAKING DETAIL. BORN TO BE REMOVED IN LAWN AREA AFTER ANNUAL MAINTENANCE PERIOD. MOUCH TREE WELL WITH 4" LAYER OF RECYCLED CHIPPED MULCH. KEEP MULCH AWAY FROM TREE TRUNK HOLD LAWN AND HYDROSEED 2" CLEAR FROM TRUNKS, TYP.
 - TREES MUST HAVE AN UNKUT LEADER THAT HAS A UNIFORM TAPER FROM BASE TO TOP. TREES MUST MEET AT LEAST MINOR CALIBER AND HEIGHT FOR CONTAINER SIZE. OVERGROWN OR ROOT BOUND TREES ARE NOT ACCEPTABLE.
 - FOR ALL TREES IN STORMWATER INFILTRATION ZONES HOLD PG OF ROOTBALL 4" ABOVE PG OF FLOWLINE. ADJUST ADJACENT GRADE OF SOIL TO BLEND UNIFORMLY AROUND ROOTBALL AND ALLOW UNIMPEDRED FLOW OF WATER.
 - SHRUBS, GROUNDCOVERS AND VINES
 - GROUNDCOVER MUST BE PLANTED AS SHOWN ON THE PLAN, INCLUDING UNDER SHRUBS AND IN THE WATERING BASINS.
 - SHRUBS AND PERENNIALS MUST HAVE ADEQUATE SETBACK FROM THE ADJACENT SIDEWALK AND EDGES OF PARKING LOT CURBS. NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION IF PLANT MATERIAL MAY PROTRUDE INTO THE PATH OF TRAVEL.
 - THE CONTRACTOR IS TO SECURE ALL VINES TO TRELISES WITH APPROVED FASTENERS, ALLOWING FOR TWO (2) YEARS GROWTH. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT.
- ACCESSORIES
- ALL PLANTING NOT BOUNDED BY CONCRETE OR A HARDSCAPE EDGE SHALL BE COMPLETELY SURROUNDED BY HEADERS. ALL ASPHALT AND DECOMPOSED GRANITE AREAS TO BE COMPLETELY SURROUNDED BY HEADERS OR ADJACENT CONCRETE WORK.
 - ALL PLANTING AREAS MUST BE TOP-DRESSED WITH 3" LAYER OF RECYCLED CHIPPED MULCH. COLOR: BROWN. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO GRADING.
 - ALL MULCH WITHIN STORMWATER PLANTING AREAS MUST BE 3" OF WASHED PEA GRAVEL. SUBMIT SAMPLE FOR REVIEW AND APPROVAL.
 - STORMWATER CURB CUTS MUST BE REINFORCED WITH A MINIMUM 12" WIDE 40# LONG 4" DEEP BAND OF CORR. CORBLE SHALL BE 40# 4"-6" AND 60# 2"-4" WIDE CORBLE. PROVIDE 24" WIDE BY 6" DEPTH OF CORBLE AROUND ALL CATCH BASINS LOCATED IN DRAINAGE AREAS. SUBMIT SAMPLE FOR REVIEW AND APPROVAL.
 - ALL BARRIER LEADERS DISCHARGING INTO LANDSCAPE AREAS MUST HAVE SPLASH BLOCKS. MODEL: C91 15024". COLOR: TO MATCH PAVING. (800) 279-2278.
 - ALL SLOPES GREATER THAN 2.5:1 MUST BE COVERED WITH EROSION CONTROL NETTING PER THE MANUFACTURER'S SPECIFICATIONS. OVERLAP ALL EDGES A MINIMUM OF 12" AND SECURE AS REQUIRED WITH METAL STAPLES. EROSION CONTROL NETTING TO BE WESTERN EXCELCEL, EXCEL CS-3 OR APPROVED EQUAL, AVAILABLE FROM R2D2 & GRAMM 925-351-1000.
- SUBMITTALS
- CONTRACTOR MUST SUBMIT ALL TESTS, PRODUCTS, ACCESSORIES, INCIDENTALS, CUT SHEETS OF ALL ITEMS SPECIFIED FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
 - ALL PLANT MATERIAL MUST BE REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO DELIVERY. CONTRACTOR SHALL SUBMIT PHOTOS OF ALL SHRUBS, GROUND COVERS, VINES, AND TREES FOR PRELIMINARY REVIEW AND APPROVAL.
 - ALL SUBMITTALS AND PLANT MATERIAL NOT REVIEWED AND APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT MAY BE SUBJECT TO FULL REMOVAL AND REPLACEMENT WITH APPROVED SOILS, FERTILIZERS, AND PLANT MATERIAL AT NO ADDITIONAL COST TO THE CONTRACTOR OR OWNER.
 - SUBMITTALS AND SITE MOCUPS OF ALL WORK SHALL BE REQUIRED PRIOR TO FINAL PLACEMENT INCLUDING BUT NOT LIMITED TO ALL WALLS, PAVEMENTS, COLORS, FINISHES, METAL WORK, FENCING, AND PAINTING FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT. SEE SPECIFICATIONS.
- MUNICIPAL REQUIREMENTS
- ALL PLANT MATERIAL TO BE INSPECTED & APPROVED BY THE REPRESENTATIVE OF TOWN OF LOS GATOS AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - CONTACT THE PROJECT LANDSCAPE ARCHITECT FOR FINAL INSPECTION OF LANDSCAPE AND IRRIGATION PRIOR TO RELEASE OF BUILDING FOR OCCUPANCY. THE PROJECT LANDSCAPE ARCHITECT WILL SUBMIT A LETTER TO THE TOWN CERTIFYING THE PLANTING AND IRRIGATION HAS BEEN INSTALLED IN CONFORMANCE WITH THE APPROVED PLANTING AND IRRIGATION PLANS. SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN LANDSCAPE ARCHITECT, SECURITIES IN LIEU OF INSTALLATION WILL NOT BE ACCEPTED.
 - DURING THE INSTALLATION OF LANDSCAPING AND INSTALLATION AND PRIOR TO THE ISSUANCE OF A BUILDING OCCUPANCY PERMIT, THE LANDSCAPE ARCHITECT MUST INSPECT AND MONITOR THE INSTALLATION OF MATERIALS TO VERIFY CONFORMANCE TO THESE PLANS. ONCE APPROVED, THE LANDSCAPE ARCHITECT SHALL PROVIDE A WRITTEN LETTER TO DEPARTMENT OF PLANNING AND DEVELOPMENT STATING COMPLIANCE WITH THE APPROVED PLANS.

WATER CONSERVATION STATEMENT

- THE PLANT LIST IS PRELIMINARY IN NATURE. SPECIES SHALL BE ADDED AND SUBTRACTED TO FULFILL THE DESIGN AND HORTICULTURAL REQUIREMENTS AS NECESSARY.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED WITH WATER CONSERVATION IN MIND WHILE ACHIEVING THE GOAL OF EFFECTIVELY AND EFFICIENTLY PROVIDING THE LANDSCAPE WITH WATER BY MEANS OF SPRAY, DRIP IRRIGATION TO THE SHRUBS/GROUNDCOVER AREAS AND BUBBLERS TO THE TREES.
- THE SPRAY SYSTEM SHALL BE TORN SPRAY HEADS WITH PRESSURE COMPENSATING NOZZLES IN A HEAD TO HEAD LAYOUT TO ACHIEVE AN EVEN LEVEL OF PRECIPITATION THROUGHOUT THE IRRIGATION SYSTEM.
- A STATE-OF-THE-ART IRRIGATION CONTROLLER SHALL BE SPECIFIED FOR THIS PROJECT TO CONTROL THE WATER ALLOCATED TO EACH VALVE GROUPS PER INDIVIDUAL HYDROZONE (BASED ON PLANT TYPE AND EXPOSURE).

GROUND LEVEL IRRIGATED LANDSCAPE AREA: 60,527 SF
TERRAZE LEVEL IRRIGATED LANDSCAPE AREA: 21,620 SF
TOTAL IRRIGATED LANDSCAPE AREA: 82,147 SF

SEE SHEET LS-4, LS-6 FOR THE PROPOSED STORMWATER TREATMENT AREA.

D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR
CONSTRUCTION

PROJECT NUMBER: XXXX
DRAWING: XX
CHECKED: JK
DATE: APRIL 30, 2024
SCALE: SCALE



LAYOUT NOTES AND
PLANTING NOTES

LS-2

PLANT PALETTE



D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR CONSTRUCTION

PROJECT NUMBER: XXXX
DRAWN: XX
CHECK: XX
DATE: APRIL 30, 2024
SCALE: SCALE



PLANT PALETTE

LS-3

D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

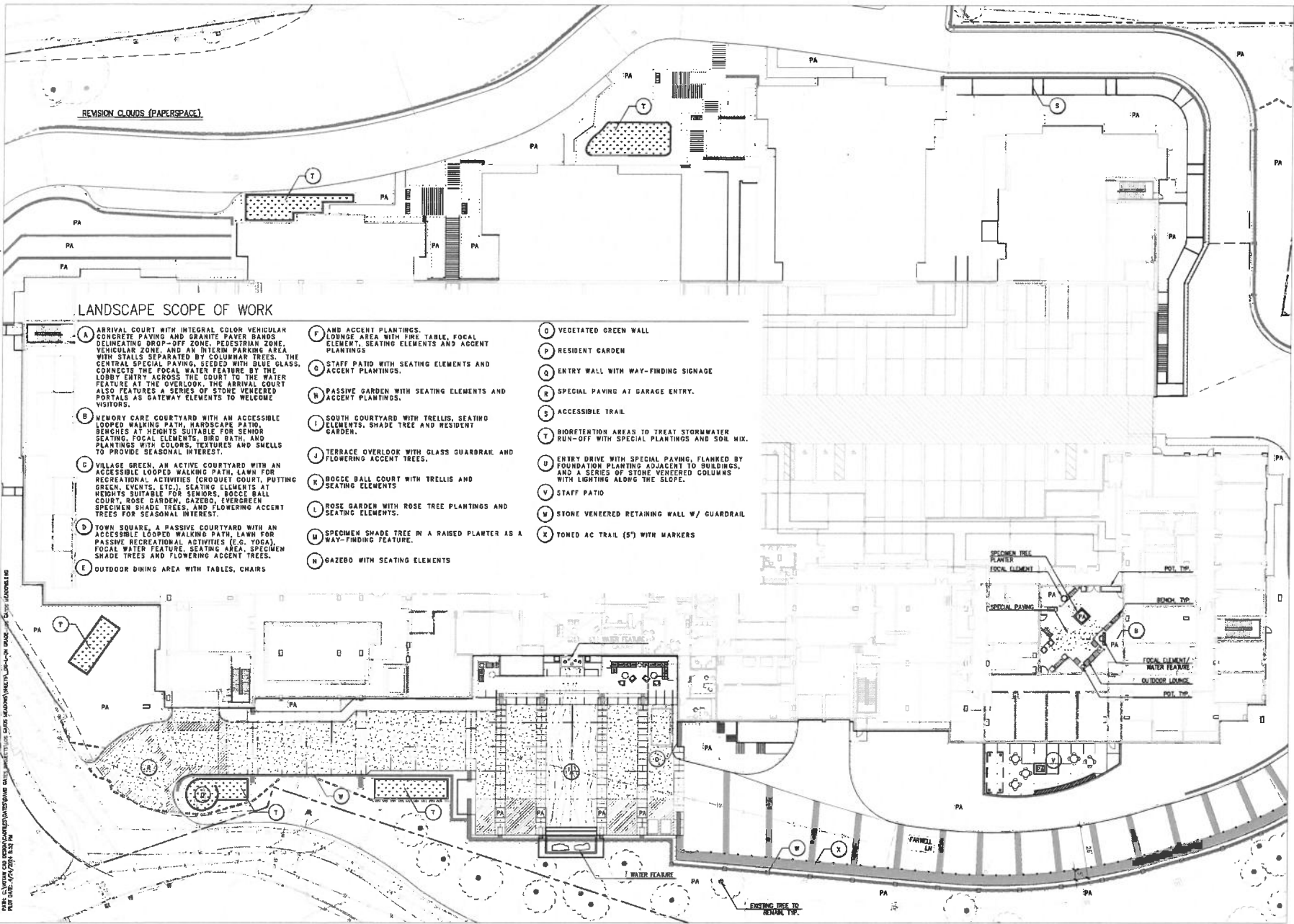
NOT FOR
CONSTRUCTION

PROJECT NUMBER: 1000X
DRAWING: XX
CHECK: XX
DATE: APRIL 26, 2024
SCALE: AS SHOWN



GROUND LEVEL
LAYOUT PLAN

LS-4



REVISION CLOUDS (PAPER SPACE)

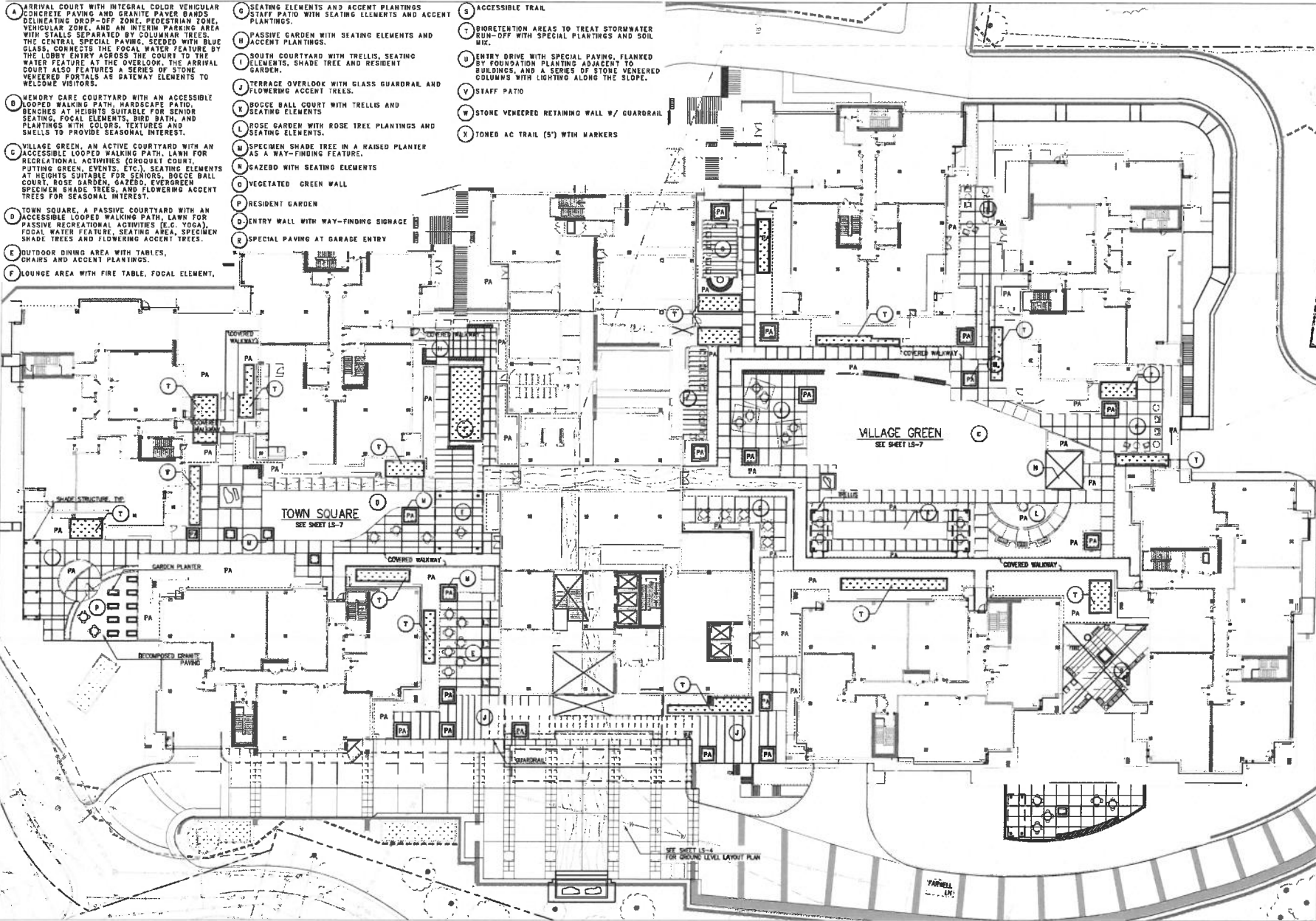
LANDSCAPE SCOPE OF WORK

- A ARRIVAL COURT WITH INTEGRAL COLOR VEHICULAR CONCRETE PAVING AND GRANITE PAPER BANDS DELINEATING DROP-OFF ZONE, PEDESTRIAN ZONE, VEHICULAR ZONE, AND AN INTERIM PARKING AREA WITH STALLS SEPARATED BY COLUMNAR TREES. THE CENTRAL SPECIAL PAVING, SEEDS WITH BLUE GRASS, CONNECTS THE FOCAL WATER FEATURE BY THE LOBBY ENTRY ACROSS THE COURT TO THE WATER FEATURE AT THE OVERLOOK. THE ARRIVAL COURT ALSO FEATURES A SERIES OF STONE VENEERED PORTALS AS GATEWAY ELEMENTS TO WELCOME VISITORS.
- B MEMORY CARE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, HARDSCAPE PATIO, BENCHES AT HEIGHTS SUITABLE FOR SENIOR SEATING, FOCAL ELEMENTS, BIRD BATH, AND PLANTINGS WITH COLORS, TEXTURES AND SMELLS TO PROVIDE SEASONAL INTEREST.
- C VILLAGE GREEN, AN ACTIVE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, LAWN FOR RECREATIONAL ACTIVITIES (CROQUET COURT, PUTTING GREEN, EVENTS, ETC.), SEATING ELEMENTS AT HEIGHTS SUITABLE FOR SENIORS, BOCCIA BALL COURT, ROSE GARDEN, GAZEBO, EVERGREEN SPECIMEN SHADE TREES, AND FLOWERING ACCENT TREES FOR SEASONAL INTEREST.
- D TOWN SQUARE, A PASSIVE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, LAWN FOR PASSIVE RECREATIONAL ACTIVITIES (E.G. YOGA), FOCAL WATER FEATURE, SEATING AREA, SPECIMEN SHADE TREES AND FLOWERING ACCENT TREES.
- E OUTDOOR DINING AREA WITH TABLES, CHAIRS
- F AND ACCENT PLANTINGS, LOUNGE AREA WITH FIRE TABLE, FOCAL ELEMENT, SEATING ELEMENTS AND ACCENT PLANTINGS
- G STAFF PATIO WITH SEATING ELEMENTS AND ACCENT PLANTINGS.
- H PASSIVE GARDEN WITH SEATING ELEMENTS AND ACCENT PLANTINGS.
- I SOUTH COURTYARD WITH TRELIS, SEATING ELEMENTS, SHADE TREE AND RESIDENT GARDEN.
- J TERRACE OVERLOOK WITH GLASS GUARDRAIL AND FLOWERING ACCENT TREES.
- K BOCCIA BALL COURT WITH TRELIS AND SEATING ELEMENTS
- L ROSE GARDEN WITH ROSE TREE PLANTINGS AND SEATING ELEMENTS.
- M SPECIMEN SHADE TREE IN A RAISED PLANTER AS A WAY-FINDING FEATURE.
- N GAZEBO WITH SEATING ELEMENTS
- O VEGETATED GREEN WALL
- P RESIDENT GARDEN
- Q ENTRY WALL WITH WAY-FINDING SIGNAGE
- R SPECIAL PAVING AT GARAGE ENTRY.
- S ACCESSIBLE TRAIL
- T BIoretENTION AREAS TO TREAT STORMWATER RUN-OFF WITH SPECIAL PLANTINGS AND SDN MIX.
- U ENTRY DRIVE WITH SPECIAL PAVING, FLANKED BY FOUNDATION PLANTING ADJACENT TO BUILDINGS, AND A SERIES OF STONE VENEERED COLUMNS WITH LIGHTING ALONG THE SLOPE.
- V STAFF PATIO
- W STONE VENEERED RETAINING WALL W/ GUARDRAIL
- X TONED AC TRAIL (5') WITH MARKERS

DATE: CLIENT AND ARCHITECT REVIEWED AND APPROVED THIS PLAN. DATE: 04/26/24. DRAWING NO: LS-4. PROJECT NO: 1000X. SCALE: AS SHOWN.

LANDSCAPE SCOPE OF WORK

- A ARRIVAL COURT WITH INTEGRAL COLOR VEHICULAR CONCRETE PAVING AND GRANITE PAVEMENT BANDS DELINEATING DROP-OFF ZONE, PEDESTRIAN ZONE, VEHICULAR ZONE, AND AN INTERIM PARKING AREA WITH STALLS SEPARATED BY COLUMNAR TREES. THE CENTRAL SERIAL PAVING, SEEDER WITH BLUE GLASS, CONNECTS THE FOCAL WATER FEATURE BY THE LOBBY ENTRY ACROSS THE COURT TO THE WATER FEATURE AT THE OVERLOOK. THE ARRIVAL COURT ALSO FEATURES A SERIES OF STONE VENEERED PORTALS AS GATEWAY ELEMENTS TO WELCOME VISITORS.
- B MEMORY CARE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, HARDSCAPE PATIO, BENCHES AT HEIGHTS SUITABLE FOR SENIORS, SEATING, FOCAL ELEMENTS, BIRD BATH, AND PLANTINGS WITH COLORS, TEXTURES AND SMELLS TO PROVIDE SEASONAL INTEREST.
- C VILLAGE GREEN, AN ACTIVE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, LAWN FOR RECREATIONAL ACTIVITIES (BROUQUET COURT), PUTTING GREEN, EVENTS, ETC.), SEATING ELEMENTS AT HEIGHTS SUITABLE FOR SENIORS, BOCCIE BALL COURT, ROSE GARDEN, GAZEBO, EVERGREEN SPECIMEN SHADE TREES, AND FLOWERING ACCENT TREES FOR SEASONAL INTEREST.
- D TOWN SQUARE, A PASSIVE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, LAWN FOR PASSIVE RECREATIONAL ACTIVITIES (E.G. YOGA), FOCAL WATER FEATURE, SEATING AREA, SPECIMEN SHADE TREES AND FLOWERING ACCENT TREES.
- E OUTDOOR DINING AREA WITH TABLES, CHAIRS AND ACCENT PLANTINGS.
- F LOUNGE AREA WITH FIRE TABLE, FOCAL ELEMENT,
- G SEATING ELEMENTS AND ACCENT PLANTINGS STAFF PATIO WITH SEATING ELEMENTS AND ACCENT PLANTINGS.
- H PASSIVE GARDEN WITH SEATING ELEMENTS AND ACCENT PLANTINGS.
- I SOUTH COURTYARD WITH TRELLIS, SEATING ELEMENTS, SHADE TREE AND RESIDENT GARDEN.
- J TERRACE OVERLOOK WITH GLASS GUARDRAIL AND FLOWERING ACCENT TREES.
- K BOCCIE BALL COURT WITH TRELLIS AND SEATING ELEMENTS.
- L ROSE GARDEN WITH ROSE TREE PLANTINGS AND SEATING ELEMENTS.
- M SPECIMEN SHADE TREE IN A RAISED PLANTER AS A WAY-FINDING FEATURE.
- N GAZEBO WITH SEATING ELEMENTS
- O VEGETATED GREEN WALL
- P RESIDENT GARDEN
- Q ENTRY WALL WITH WAY-FINDING SIGNAGE
- R SPECIAL PAVING AT GARAGE ENTRY
- S ACCESSIBLE TRAIL
- T BIoretention AREAS TO TREAT STORMWATER RUN-OFF WITH SPECIAL PLANTINGS AND SOIL MIX
- U ENTRY DRIVE WITH SPECIAL PAVING, FLANKED BY FOUNDATION PLANTING ADJACENT TO BUILDINGS, AND A SERIES OF STONE VENEERED COLUMNS WITH LIGHTING ALONG THE SLOPE.
- V STAFF PATIO
- W STONE VENEERED RETAINING WALL W/ GUARDRAIL
- X TONED AC TRAIL (5') WITH MARKERS



D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

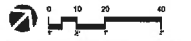
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR CONSTRUCTION

PROJECT NUMBER: 0000
DRAWN: JX
CHECKED: JX
DATE: APRIL 30, 2024
SCALE: SCALE



TERRACE LEVEL
LAYOUT PLAN

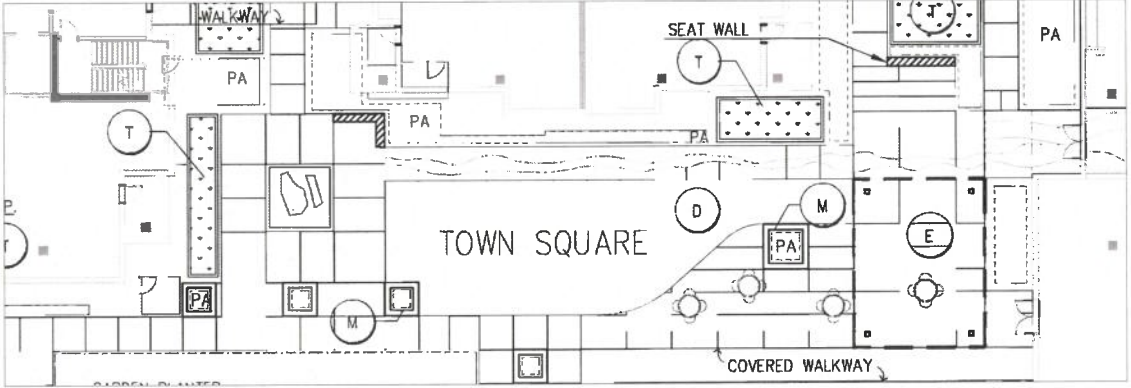
LS-6

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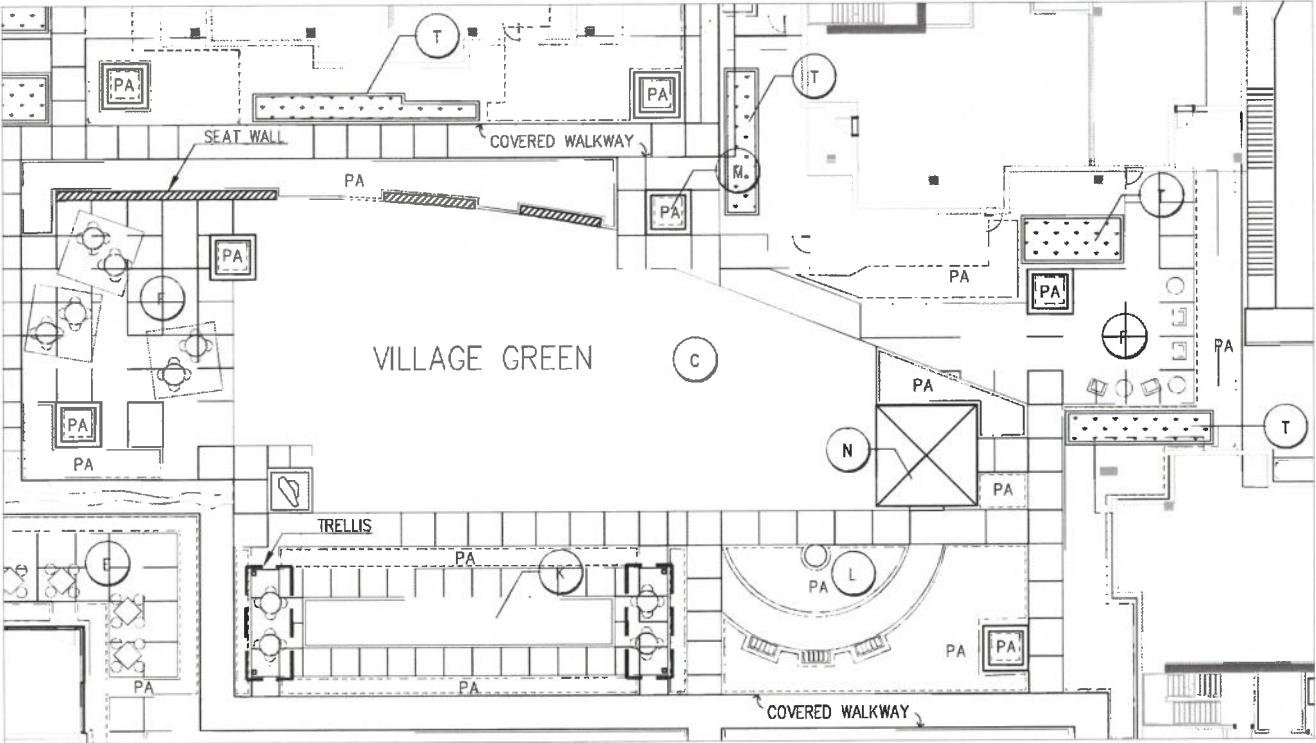
D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

LANDSCAPE SCOPE OF WORK

- A ARRIVAL COURT WITH INTEGRAL COLOR VEHICULAR CONCRETE PAVING AND GRANITE PAVEN BANDS DELINEATING DROP-OFF ZONE, PEDESTRIAN ZONE, VEHICULAR ZONE, AND AN INTERIM PARKING AREA WITH STALLS SEPARATED BY COLUMBIAN TREES. THE CENTRAL SPECIAL PAVING, SECTED WITH BLUE GLASS, CONNECTS THE FOCAL WATER FEATURE BY THE LOBBY ENTRY ACROSS THE COURT TO THE WATER FEATURE AT THE OVERLOOK. THE ARRIVAL COURT ALSO FEATURES A SERIES OF STONE VENEERED PORTALS AS GATEWAY ELEMENTS TO WELCOME VISITORS.
- B MEMORY CARE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, HARDSCAPE PATIO, BENCHES AT HEIGHTS SUITABLE FOR SENIOR SEATING, FOCAL ELEMENTS, BIRD BATH, AND PLANTINGS WITH COLORS, TEXTURES AND SMELLS TO PROVIDE SEASONAL INTEREST.
- C VILLAGE GREEN, AN ACTIVE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, LAWN FOR RECREATIONAL ACTIVITIES (CROQUET COURT, PUTTING GREEN, EVENTS, ETC.), SEATING ELEMENTS AT HEIGHTS SUITABLE FOR SENIORS, BOUCE BALL COURT, ROSE GARDEN, GAZEBO, EVERGREEN SPECIMEN SHADE TREES, AND FLOWERING ACCENT TREES FOR SEASONAL INTEREST.
- D TOWN SQUARE, A PASSIVE COURTYARD WITH AN ACCESSIBLE LOOPED WALKING PATH, LAWN FOR PASSIVE RECREATIONAL ACTIVITIES (E.G. YOGA), FOCAL WATER FEATURE, SEATING AREA, SPECIMEN SHADE TREES AND FLOWERING ACCENT TREES.
- E OUTDOOR DINING AREA WITH TABLES, CHAIRS AND ACCENT PLANTINGS.
- F LOUNGE AREA WITH FIRE TABLE, FOCAL ELEMENT, SEATING ELEMENTS AND ACCENT PLANTINGS
- G STAFF PATIO WITH SEATING ELEMENTS AND ACCENT PLANTINGS.
- H PASSIVE GARDEN WITH SEATING ELEMENTS AND ACCENT PLANTINGS.
- I SOUTH COURTYARD WITH TRELLIS, SEATING ELEMENTS, SHADE TREE AND RESIDENT GARDEN.
- J TERRACE OVERLOOK WITH GLASS GUARDRAIL AND FLOWERING ACCENT TREES.
- K BOUCE BALL COURT WITH TRELLIS AND SEATING ELEMENTS
- L ROSE GARDEN WITH ROSE TREE PLANTINGS AND SEATING ELEMENTS.
- M SPECIMEN SHADE TREE IN A RAISED PLANTER AS A WAY-FINDING FEATURE.
- N GAZEBO WITH SEATING ELEMENTS
- O VEGETATED GREEN WALL
- P RESIDENT GARDEN
- Q ENTRY WALL WITH WAY-FINDING SIGNAGE
- R SPECIAL PAVING AT GARAGE ENTRY.
- S ACCESSIBLE TRAIL
- T BIORETENTION AREAS TO TREAT STORMWATER RUN-OFF WITH SPECIAL PLANTINGS AND SOIL MIX.
- V ENTRY DRIVE WITH SPECIAL PAVING, FLANKED BY FOUNDATION PLANTING ADJACENT TO BUILDINGS, AND A SERIES OF STONE VENEERED COLUMNS WITH LIGHTING ALONG THE SLOPE.
- W STAFF PATIO
- X STONE VENEERED RETAINING WALL W/ GUARDRAIL
- Y TONED AC TRAIL (5') WITH MARKERS



TOWN SQUARE LAYOUT PLAN



VILLAGE GREEN LAYOUT PLAN

LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE DESCRIPTION DATE

NOT FOR
CONSTRUCTION

PROJECT NUMBER: JXXX
DRAWN: JX
CHECK: JX
DATE: APRIL 20, 2024
SCALE: SCALE



TERRACE LEVEL
LAYOUT PLAN -
VILLAGE GREEN AND
TOWN SQUARE

LS-7

D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

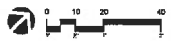
LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR
CONSTRUCTION

PROJECT NUMBER: XXXX
DRAWN: JX
CHECKED: JX
DATE: APRIL 30, 2024
SCALE: SCALE



GROUND LEVEL
PLANTING PLAN

LS-8

GROUND PLANT LIST - TREES (SUBTOTAL OF PROPOSED TREES: 242)

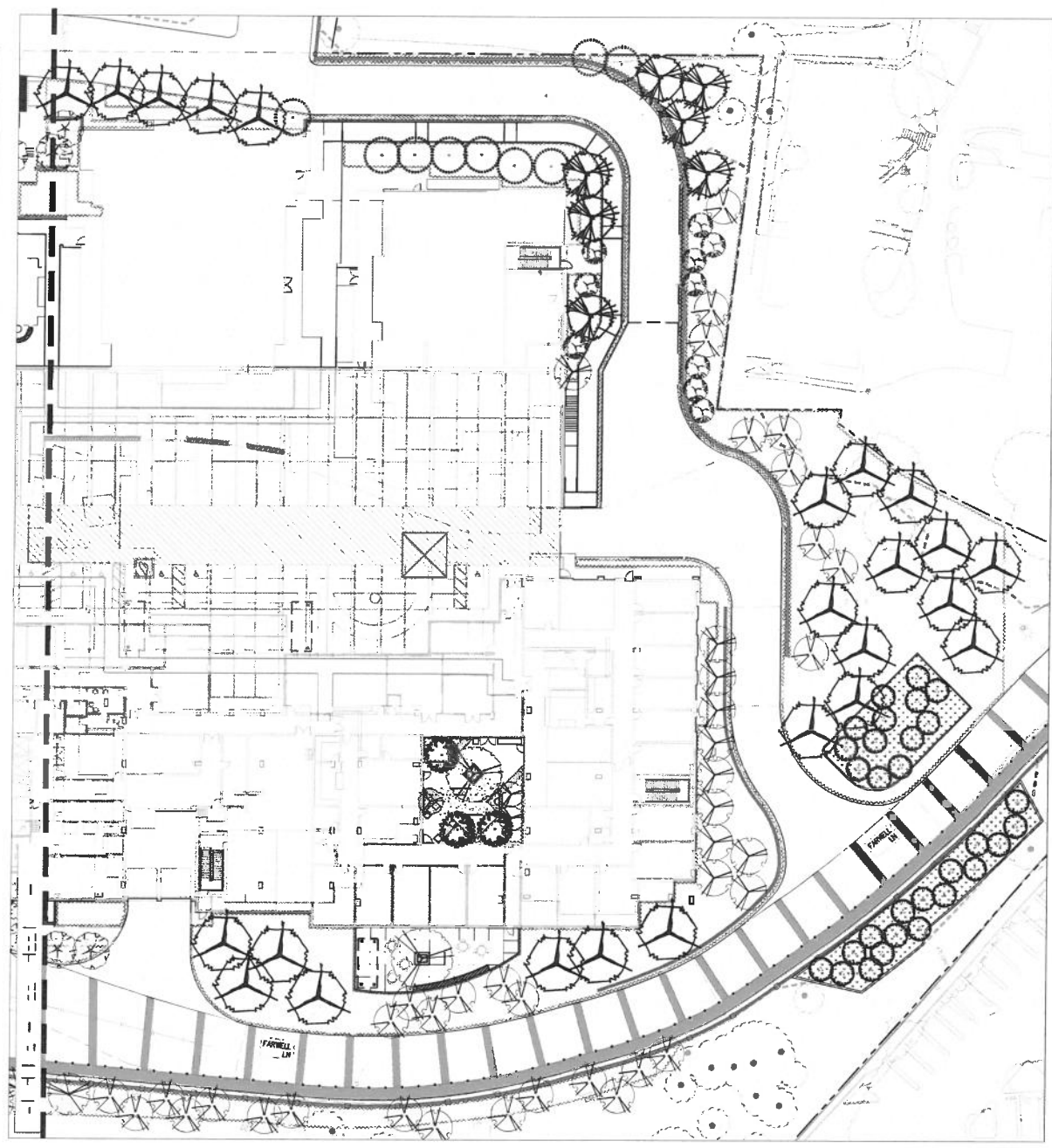
LEGEND KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	WILDCOLS ZONE	WILDCOLS ADJAC (U)	DROUGHT TOLERANT	NOTES
ARA	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	24"BOX	16	M	N	Y	FULL TO PT SHADE, 20'H x 20'W, DECIDUOUS
ARB	ARBUTUS X 'MARINA'	ARBUTUS STANDARD	24"BOX	33	L	N	Y	FULL SUN, 30'H x 20'W, EVERGREEN
CER	CERCIS OCCIDENTALIS	WESTERN REDBUD	24"BOX	14	VL	N	Y	SUN/PT SHADE, SCREEN, 15'H x 10'W, DECIDUOUS
LAM	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24"BOX	12	L	L	Y	FULL SUN, 20'H x 15'W, DECIDUOUS
LAT	LAGERSTROEMIA INDICA 'TONTO'	TONTO CRAPE MYRTLE	24"BOX	3	L	L	Y	FULL SUN, 10'H x 6'W, DECIDUOUS
LNS	LAURUS NOBILIS 'SARATOGA'	SHEET BAY SWAN HILL OLIVE	24"BOX	3	L	L	Y	FULL SUN TO PT SHADE, 30'H x 20'W, EVERGREEN
OES	OLEA EUROPAEA 'SWAN HILL'	MULTI-TRUNK	36"BOX	2	VL	L	Y	FULL SUN TO PT SHADE, 25'H x 25'W, EVERGREEN
QUI	QUERCUS ILEX	HOLLY OAK	36"BOX	15	L	L	Y	FULL SUN TO PT SHADE, 30'H x 30'W, EVERGREEN
QUV	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	36"BOX	38	M	L	Y	FULL SUN TO PT SHADE, 30'H x 50'W, EVERGREEN
RHU	RHUS LANCEA	AFRICAN SUMAC	24"BOX	32	L	L	Y	FULL SUN TO PT SHADE, 15'H x 20'W, EVERGREEN
SAL	SALIX LASIOLEPIS	ARROYO WILLOW	24"BOX	49	H	N	N	FULL SUN, 35'H x 35'W, DECIDUOUS
TRI	TRISTANIA CONFERTA	IRISHAME BOX	24"BOX	25	M	Y	Y	FULL SUN, 40'H x 25'W, EVERGREEN

GROUND PLANT LIST - SHRUBS, ORNAMENTAL GRASSES AND GROUND COVER

LEGEND KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	WILDCOLS ZONE	WILDCOLS ADJAC (U)	DROUGHT TOLERANT	NOTES
AM	ARCTOSTAPHYLOS MANZANITA 'DR. HURD'	DR. HURD MANZANITA	15 GAL	X	L	N	Y	FULL SUN, 15'H x 12'W, EVERGREEN
CR	CEANOTHLUS X 'RAY HARTMAN'	MULTI-TRUNK CALIFORNIA LILAC	15 GAL	X	L	N	Y	FULL SUN, 15'H x 10'W, EVERGREEN
GO	CERCIS OCCIDENTALIS	WESTERN REDBUD MULTI-TRUNK	5 GAL	X	VL	N	Y	SUN/PT SHADE, SCREEN, 15'H x 10'W, DECIDUOUS
OP	CISTUS X PURPUREUS	ORCHID ROCKROSE	15 GAL	X	L	L	Y	FULL SUN, 4'H x 4'W, EVERGREEN
HA	HETEROMELES ARBUTIFOLIA	TOYON	5 GAL	X	L	N	Y	SUN OR SHADE, 10'H x 8'W, EVERGREEN
MR	MUHLENBERGIA RIENS	DEER GRASS	5 GAL	X	L	N	Y	SUN OR SHADE, 4'H x 8'W, EVERGREEN
RE	RHAMNUS CALIFORNICA 'EVE CASE'	CALIFORNIA COFFEEBERRY	5 GAL	X	L	N	Y	SUN OR SHADE, 8'H x 8'W, EVERGREEN
RL	RHAMNUS CALIFORNICA 'LEATHERLEAF'	CALIFORNIA COFFEEBERRY	5 GAL	X	L	N	Y	SUN OR SHADE, 8'H x 8'W, EVERGREEN
RV	RIBES VIBURNIFOLIUM	EVERGREEN CURRANT	5 GAL	X	L	N	Y	SUN OR SHADE, 4'H x 6'W, EVERGREEN
RC	ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GAL	X	L	N	Y	FULL SUN TO PT SHADE, 10'H x 10'W, DECIDUOUS
EC	EPHOBIA CANUM 'CATALINA'	CATALINA FUCHSIA	1 GAL	X	L	N	Y	FULL SUN, 3'H x 4'W, DECIDUOUS

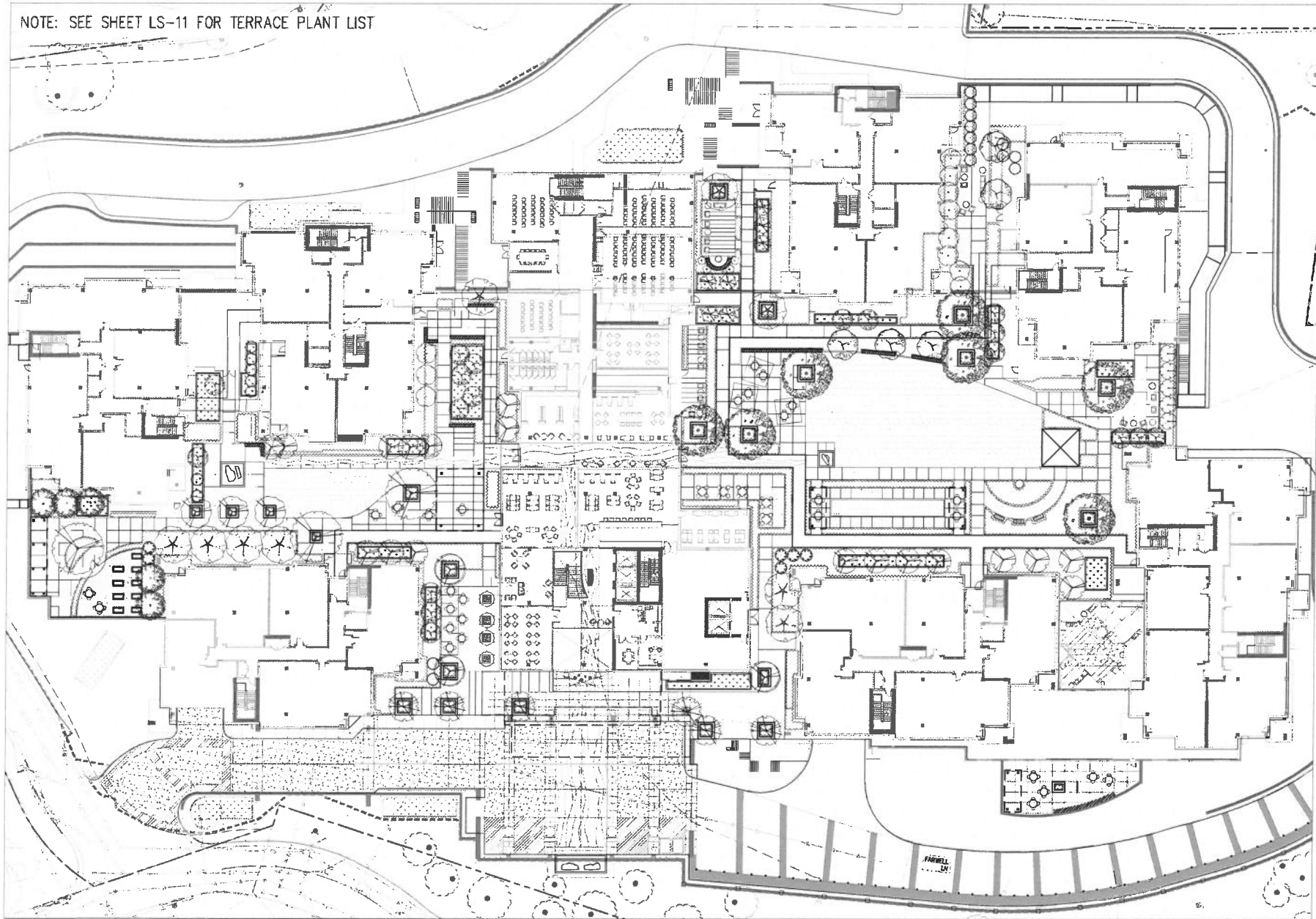
GROUND PLANT LIST - STORMWATER TREATMENT AREA

LEGEND KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	WILDCOLS ZONE	WILDCOLS ADJAC (U)	DROUGHT TOLERANT	NOTES
BG	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	2 GAL	X	L	N	Y	FULL SUN TO PT SHADE, 15'H x 1'W, DECIDUOUS
CT	CAREX TUMULOCOLA	BERKELEY SEDGE	1 GAL	X	L	N	Y	SUN OR SHADE, 1'H x 2'W, EVERGREEN
CE	CHONDROPETALUM TECTORIUM 'EL CAMPO'	CAPE RUSH	5 GAL	X	L	L	Y	SUN OR SHADE, 5'H x 4'W, EVERGREEN
JE	JUNCUS PATENS 'ELK BLUE'	SPREADING RUSH	5 GAL	X	L	N	Y	SUN OR SHADE, 2'H x 2'W, EVERGREEN
LC	LYRUS CONDENSATUS 'CANYON PRINCE'	NATIVE BLUE RYE	1 GAL	X	L	N	Y	FULL SUN, 3'H x 3'W, EVERGREEN
MA	MIMULUS AURANTACUS	STICKY MONKEY FLOWER	5 GAL	X	VL	N	Y	FULL SUN TO PT SHADE, 4'H x 3'W, EVERGREEN



DRAWN: C. VORPAC; CHECKED: D. LAURENCE GATES; DATE: PROJECT STATUS: DATES: 11/20/2023 11:58 AM; 12/07/2023 10:44 AM

NOTE: SEE SHEET LS-11 FOR TERRACE PLANT LIST



D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE DESCRIPTION DATE

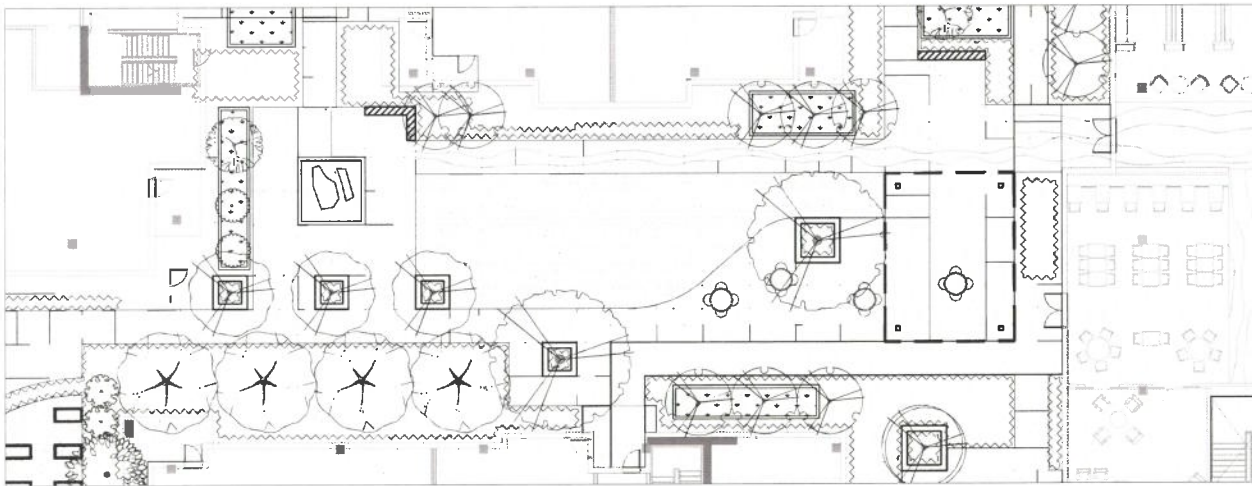
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DATE:	APRIL 30, 2024
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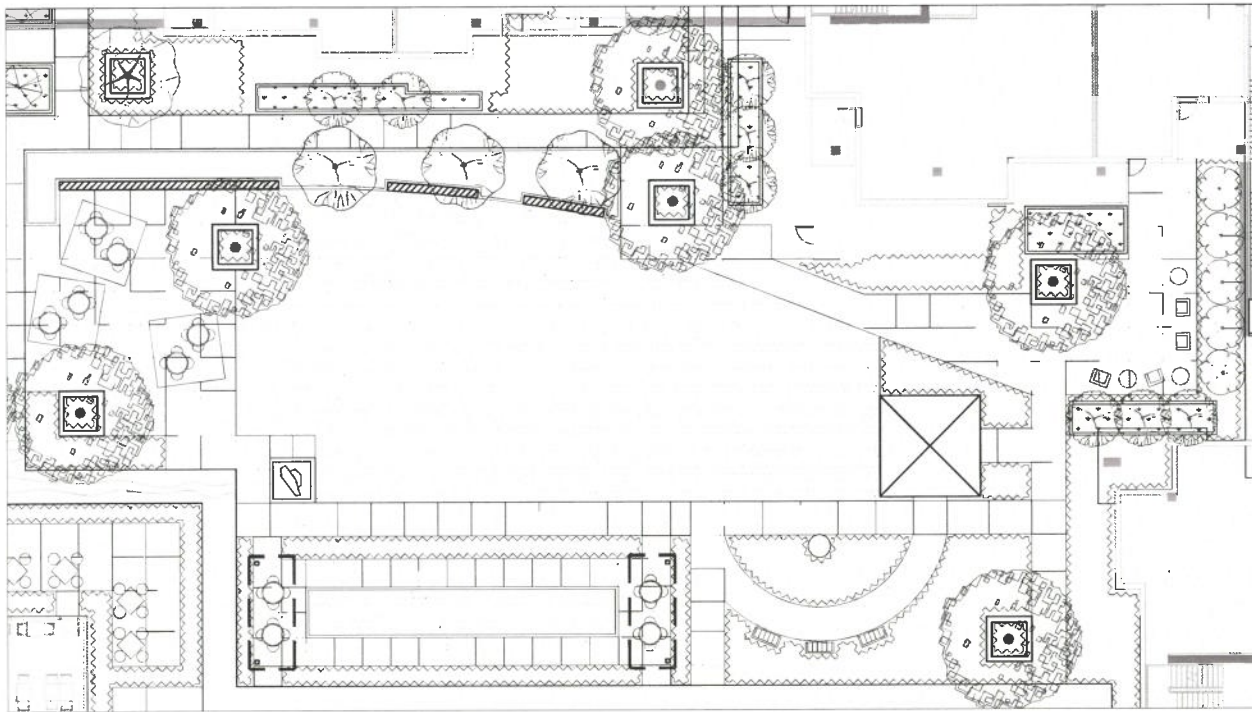


TERRACE LEVEL
PLANTING PLAN

LS-10



TOWN SQUARE PLANTING PLAN & BIO PLANTER



VILLAGE GREEN PLANTING PLAN

TERRACE PLANT LIST - TREES (SUBTOTAL OF PROPOSED TREES: 131)

LEGEND	KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	WALDO'S	NATIVE (N)	ADAPTABLE (A)	INDIGENOUS (I)	PERENNIAL (P)	NOTES
⊙	APM	ACER PALMATUM 'MORTON'	MORTON JAPANESE MAPLE	24"BOX	3	M	N				FULL TO PT SHAD, 10'H X 8'W, DECIDUOUS
⊙	ARA	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	24"BOX	18	M	N				FULL TO PT SHADE, 55'H X 20'W, DECIDUOUS
⊙	ARI	ARBITUS X 'MARINA'	ARBITUS STANDAR	24"BOX	8	L	N	Y			FULL SUN, 30'H X 20'W, EVERGREEN
⊙	CER	CERCIS OCCIDENTALIS	WESTERN REDBU	24"BOX	19	VL	N	Y			SUN OR SHADE, 30'H X 20'W, DECIDUOUS
⊙	CIT	CITRUS SPP.	ORANGE TREE	24"BOX	4	M	Y				FULL SUN, 30'H X 20'W, EVERGREEN
⊙	LAM	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24"BOX	8	L	L	Y			FULL SUN, 30'H X 15'W, DECIDUOUS
⊙	LAT	LAGERSTROEMIA INDICA 'TONTO'	TONTO CRAPE MYRTLE	24"BOX	3	L	L	Y			FULL SUN, 30'H X 5'W, DECIDUOUS
⊙	LP	LAGERSTROEMIA INDICA 'PURPLE TOWER'	PURPLE TOWER CRAPE MYRTLE	24"BOX	7	L	L	Y			FULL SUN, 25'H X 10'W, DECIDUOUS
⊙	LNS	LAURUS NOBILIS 'SARATOGA'	SWEET BAY	24"BOX	5	L	L	Y			FULL SUN TO PT SHADE, 30'H X 20'W, EVERGREEN
⊙	OES	OLEA EUROPAEA 'SWAN HILL'	SWAN HILL OLIVE	36"BOX	3	VL	L	Y			FULL SUN TO PT SHADE, 25'H X 25'W, EVERGREEN
⊙	PRY	PRUNUS X 'VEDDONS'	YOSHINO CHERRY	24"BOX	4	M	L	Y			FULL SUN, 40'H X 35'W, DECIDUOUS
⊙	PSA	PRUNUS SERIULATA 'AMANOJAWA'	JAPANESE FLOWERING CHERRY	15 GAL	6	M	L	Y			PT SHADE TO FULL SUN, 25'H X 12'W, DECIDUOUS
⊙	RPI	RUBRA 'BRILLIANT PINK KOBERS'	ROSE	15 GAL	4	M	L	N			5'H X 5'W, DECIDUOUS
⊙	UPF	ULMUS CARPINIFOLIA X 'PARVIFOLIA'	FRONTIER ELM	36"BOX	7	L	L	Y			FULL SUN, 35'H X 25'W, DECIDUOUS
⊙	ZEM	ZELKOVA SERRATA 'MUSASHINO'	SAWLEAF ZELKOVA	24"BOX	11	M	Y				FULL SUN, 40'H X 20'W, DECIDUOUS

TERRACE PLANT LIST - SHRUBS, ORNAMENTAL GRASSES AND GROUNDCOVER

LEGEND	KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	WALDO'S	NATIVE (N)	ADAPTABLE (A)	INDIGENOUS (I)	PERENNIAL (P)	NOTES
⊙	AUL	ARBITUS UNDO	STRAWBERRY TREE SHRUB	15 GAL	4	L	N	Y			FULL SUN PT SHADE, 20'H X 10'W, EVERGREEN
⊙	PM	PODOCARPUS MACROPHYLLUS 'MAX'	MAKI SHRUBBY YEW	15 GAL	16	M	L	Y			FULL SUN PT SHADE, 20'H X 5'W, EVERGREEN
⊙	PC	PRUNUS CAROLINIANA 'BRIGHT TREAT'	CAROLINA LAUREL	15 GAL	5	L	N	Y			SUN OR SHADE, 10'H X 6'W, EVERGREEN
⊙	AI	ACHILLEA MILEFOLIUM AGUSTA ATTENUATA	COMMON YARROW	1 GAL	2	L	N	Y			FULL SUN, 2'H X 3'W, DECIDUOUS
⊙	AK	ASUTLON PALMERI	ABAYE	5 GAL	X	L	N	N			4'H X 4'W, EVERGREEN
⊙	AP	ASUTLON PALMERI	INDIAN MALLOW	5 GAL	X	L	N	Y			FULL SUN, 4'H X 4'W, EVERGREEN
⊙	CS	CAMELLIA SASANGUA	CHRISTMAS CAMELLIA	5 GAL	X	M	Y				FULL SUN TO PT SHADE, 4'H X 6'W, EVERGREEN
⊙	CU	COLONEMA PULCHRUM 'SUNSET GOLD'	GOLDEN BREATH OF HEAVEN	5 GAL	X	M	L	Y			FULL SUN, 4'H X 6'W, EVERGREEN
⊙	DB	DIETES BICOLOR	FORTNIGHT LILY	1 GAL	X	L	L	Y			FULL SUN TO SHADE, 3'H X 2'W, EVERGREEN
⊙	DV	DIETES GRANDIFLORA 'VARIEGATA'	STRIPED FORTNIGHT LILY	5 GAL	X	L	L	Y			SUN OR PT SHADE, 3'H X 2'W, EVERGREEN
⊙	EB	EPILOBUM CALIFORNICUM 'BOWMAN'S #1'	CALIFORNIA FUCHSIA	1 GAL	X	L	N	Y			FULL SUN, 2'H X 2'W, DECIDUOUS
⊙	EC	EPILOBUM CANNUM 'CATALINA'	CATALINA FUCHSIA	5 GAL	X	L	N	Y			FULL SUN, 3'H X 4'W, DECIDUOUS
⊙	FM	FESTUCA MAIBER	ATLAS FESCUE	1 GAL	X	L	L	Y			SUN OR PT SHADE, 3'H X 2'W, EVERGREEN
⊙	HR	HESPERALOE PARVIFLORA 'BRAKRLIGHTS'	BRAKRLIGHTS RED YUCCA	5 GAL	X	L	L	Y			FULL SUN, 3'H X 3'W, EVERGREEN
⊙	HE	HEUCHERA X 'ELECTRIC LIME'	CORAL BELLS	1 GAL	X	M	L	Y			FULL SUN, 3'H X 3'W, EVERGREEN
⊙	HP	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	X	L	L	Y			3'H X 4'W, EVERGREEN
⊙	LL	LOMANDRA LONGIFOLIA 'BREDI'	BREEZE MAT RUSH	1 GAL	X	L	L	Y			SUN OR SHADE, 3'H X 2'W, EVERGREEN
⊙	LS	LOBELIA SINENSE 'SUNSHINE'	SUNSHINE DIGITRUM	5 GAL	X	L	L	Y			FULL SUN, 6'H X 4'W, EVERGREEN
⊙	LT	LAVATERA MARIITIMA	TREE MALLOW	5 GAL	X	L	L	Y			SUN OR SHADE, 6'H X 12'W, EVERGREEN
⊙	LV	LIROPE MUSCARI 'VARIEGATA'	VARIEGATED LILY TURF	1 GAL	X	M	Y				FULL SUN TO PT SHADE, 3'H X 2'W, EVERGREEN
⊙	MD	MIRALBERGIA DUBIA	PINE MUSHLY	1 GAL	X	L	L	Y			FULL SUN, 3'H X 3'W, EVERGREEN
⊙	NC	NEPETA FAASSENII	CATMINT	1 GAL	X	L	L	Y			FULL SUN, 2'H X 2'W, EVERGREEN
⊙	NL	NANDINA DOMESTICA 'LEMON LIME'	LEMON LIME NANDINA	1 GAL	X	M	L	Y			FULL SUN TO PT SHADE, 3'H X 2'W, EVERGREEN
⊙	RF	ROSA X 'FLOWER CARPET APPLEBLOSSOM'	ROSE	2 GAL	X	M	L	Y			FULL SUN, 3'H X 4'W, DECIDUOUS
⊙	RM	RHODNUS CALIFORNICA 'MOUND SAN BRANO'	SUN BRANO COFFEENUT	5 GAL	X	L	N	Y			SUN OR SHADE, 4'H X 12'W, EVERGREEN
⊙	RT	ROSMARINUS OFFICINALIS 'TUSCAN BLUE'	TUSCAN BLUE ROSEMARY	5 GAL	X	L	L	Y			FULL SUN, 6'H X 3'W, EVERGREEN
⊙	SB	SALVIA LECANTHA 'SANTA BARBARA'	MEXICAN BUSH SAGE	5 GAL	X	L	L	Y			FULL SUN, 3'H X 4'W, EVERGREEN
⊙	SH	SALVIA MICROPHYLLA 'HOT LIPS'	HOT LIPS SAGE	5 GAL	X	L	L	Y			FULL SUN TO PT SHADE, 3'H X 3'W, EVERGREEN
⊙	SS	SENECIO SPP.	AMANI SENECIO	1 GAL	X	L	L	Y			FULL SUN TO PT SHADE, 3'H X 3'W, EVERGREEN
⊙	TC	TEUCRIUM CHAMAEDRYS	GERMANDER	1 GAL	X	L	L	Y			FULL SUN TO PT SHADE, 3'H X 3'W, EVERGREEN

TERRACE PLANT LIST - STORMWATER TREATMENT AREA

LEGEND	KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	WALDO'S	NATIVE (N)	ADAPTABLE (A)	INDIGENOUS (I)	PERENNIAL (P)	NOTES
⊙	BG	BOUTELOUA GRACIOS	BLUE GRAMA GRASS	1 GAL	X	L	N	Y			FULL SUN TO PT SHADE, 1'H X 1'W, DECIDUOUS
⊙	CT	CAREN TUMMUCOLA 'CHONDROPETALUM'	BERKELEY SEDGE	1 GAL	X	L	N	Y			FULL SUN TO PT SHADE, 1'H X 2'W, EVERGREEN
⊙	CE	CAREX TUMMUCOLA 'TETOCOLUM EL CAMPO'	CAPE RUSH	5 GAL	X	L	L	Y			SUN OR SHADE, 3'H X 4'W, EVERGREEN
⊙	IE	JUNCUS PATENS 'ELK BLUE'	SPREADING RUSH	5 GAL	X	L	N	Y			SUN OR SHADE, 2'H X 2'W, EVERGREEN
⊙	LC	LEYMUS CONDENSATUS 'CANTON PRINCE'	NATIVE BLUE RYE	1 GAL	X	L	N	Y			FULL SUN, 3'H X 3'W, EVERGREEN
⊙	MA	MIMULUS AURANTIACUS	STICKY MONKEY FLOWER	5 GAL	X	VL	N	Y			FULL SUN TO PT SHADE, 4'H X 3'W, EVERGREEN

D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

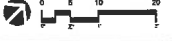
LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE DESCRIPTION: DATE:

NOT FOR CONSTRUCTION

PROJECT NUMBER: XXXX
DRAWN: JX
CHECK: JX
DATE: APRIL 30, 2024
SCALE: 3/8" = 1'-0"



TERRACE LEVEL
PLANTING PLAN -
VILLAGE GREEN AND
TOWN SQUARE

LS-11

D. LAURENCE GATES
LANDSCAPE ARCHITECTURE

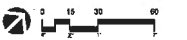
LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

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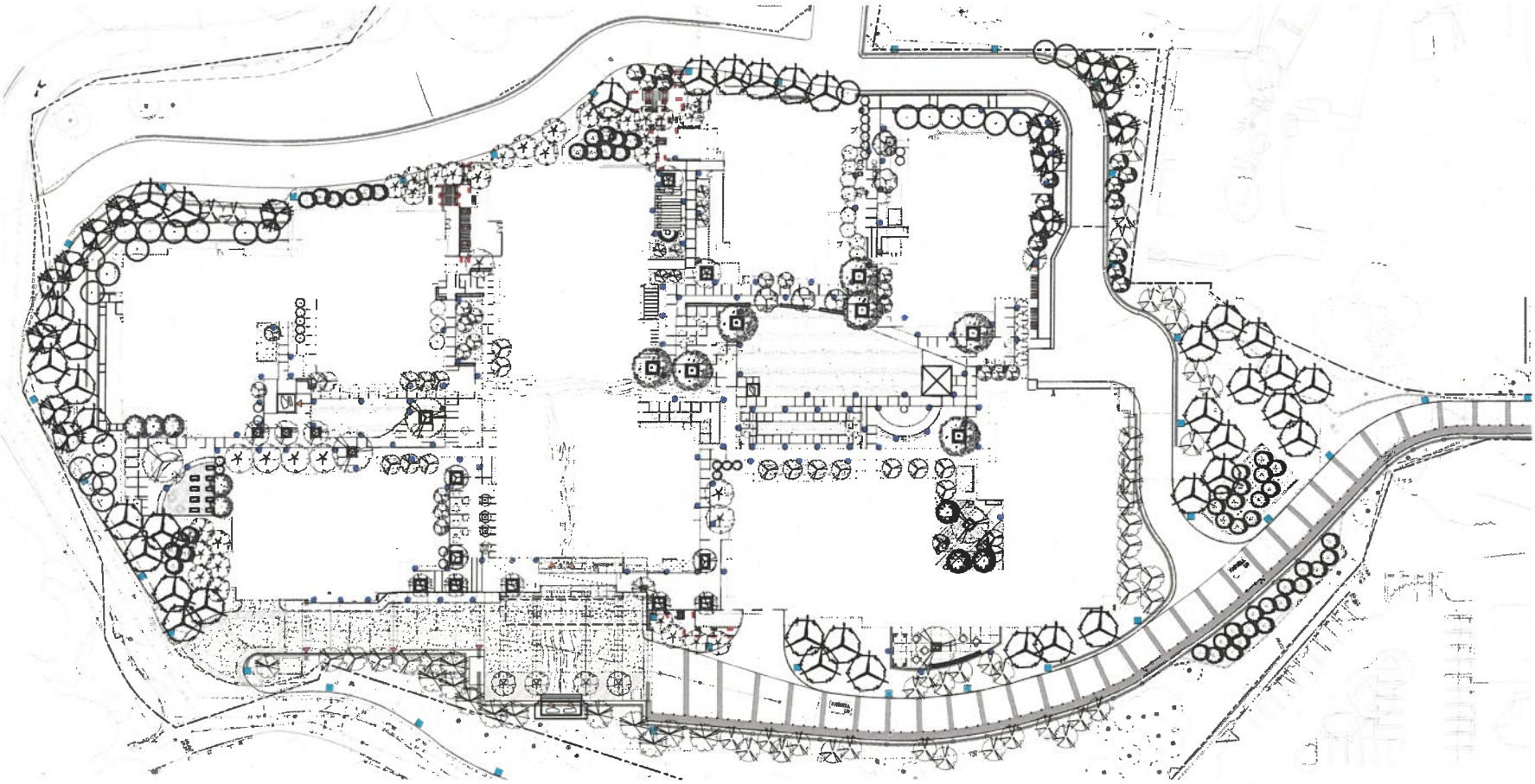
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CONSTRUCTION

PROJECT NUMBER: XXXX
DRAWN: XX
CHECK: XX
DATE: APRIL 30, 2024
SCALE: SCALE



SITE LIGHTING
CONCEPT PLAN

LS-12



LIGHT FIXTURE SCHEDULE:

■ : POST TOP LIGHT	● : BOLLARD LIGHT	▼ : WALL MOUNTED LIGHT	▼ : FOUNTAIN LIGHT
MFR: BEGA MODLE: 77120, 23.4W LED POLE HEIGHT: 10' LIGHT SOURCE: LED COLOR FINISH: T.B.D.	MFR: BEGA MODLE: 77120, 23.4W LED POLE HEIGHT: 10' LIGHT SOURCE: LED COLOR FINISH: T.B.D.	MFR: BEGA MODLE: 22263, 11.8W LED SIZE: 9-7/8"x9-7/8"x5-3/8" LIGHT SOURCE: LED COLOR FINISH: T.B.D.	MFR: FOUNTAIN PEOPLE MODLE: FX SERIES FOUNTAIN FLUSH MOUNT, 25.5W LED, 3000K WARM WHITE SIZE: 4.75"DIA. FINISH: STAINLESS STEEL
		- - : STAIR LIGHT	
		MFR: BEGA MODLE: 22 130, 3.4 W LED SIZE: 7-1/2"x 3-1/8"x 4" FINISH: #4 BRUSHED STAINLESS STEEL	

NOTE: EXTERIOR FIXTURES
WILL COMPLY WITH TOWN
REQUIREMENTS TO BE
DOWNWARD DIRECTED AND
SHIELDED (FULL CUT-OFF)

ALL FIXTURES AND POLES SHALL BE MANUFACTURED BY BEGA UNLESS OTHERWISE NOTED. ALL FIXTURES SHALL BE DOWNWARD DIRECTED AND SHIELDED (FULL CUT-OFF).

PAVING



VEHICULAR PAVER BAND – 8"X8"X3" THICKNESS
GRANITE PAVERS AT ARRIVAL COURT
MFR: COLD SPRING GRANITE
COLOR: ACADEM BLACK
FINISH: THERMAL

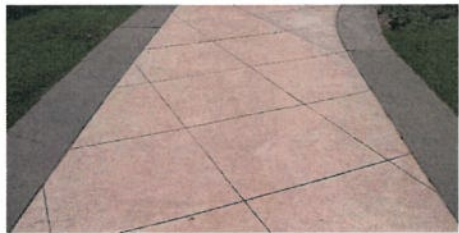
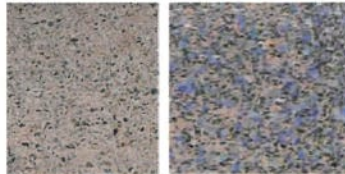


TONED AC PAVING
FOR THE TRAIL ALONG EVA



VEHICULAR COLORED SAWCUT CONCRETE PAVING
COLOR: DARK GRAY BY DAVIS COLORS
FINISH: MEDIUM BROOM FOR THE MAIN COURT;
TOPOCAST 25 FOR THE INTERIM PARKING STALLS

SEEDED GLASS IN PAVING



PEDESTRIAN COLORED SAWCUT CONCRETE PAVING
COLOR: PEBBLE BY DAVIS COLORS
FINISH: MEDIUM BROOM/TOPOCAST 25

STONE VENEERED RETAINING WALL



VEGETATED GREEN WALL BIOPHILIA



LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR
CONSTRUCTION

PROJECT NUMBER: XX.XX
DRAWN: XX
CHECKED: XX
DATE: APRIL 30, 2024
SCALE: SCALE



MATERIAL BOARD

LS-13



**GATES
+ASSOCIATES**
LANDSCAPE ARCHITECTURE
LAND PLANNING • URBAN DESIGN
3671 CROW CANYON RD. SAN RAFAEL, CA 94963
T 726.256.6176 www.gates.com

**LOS GATOS
MEADOWS**

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

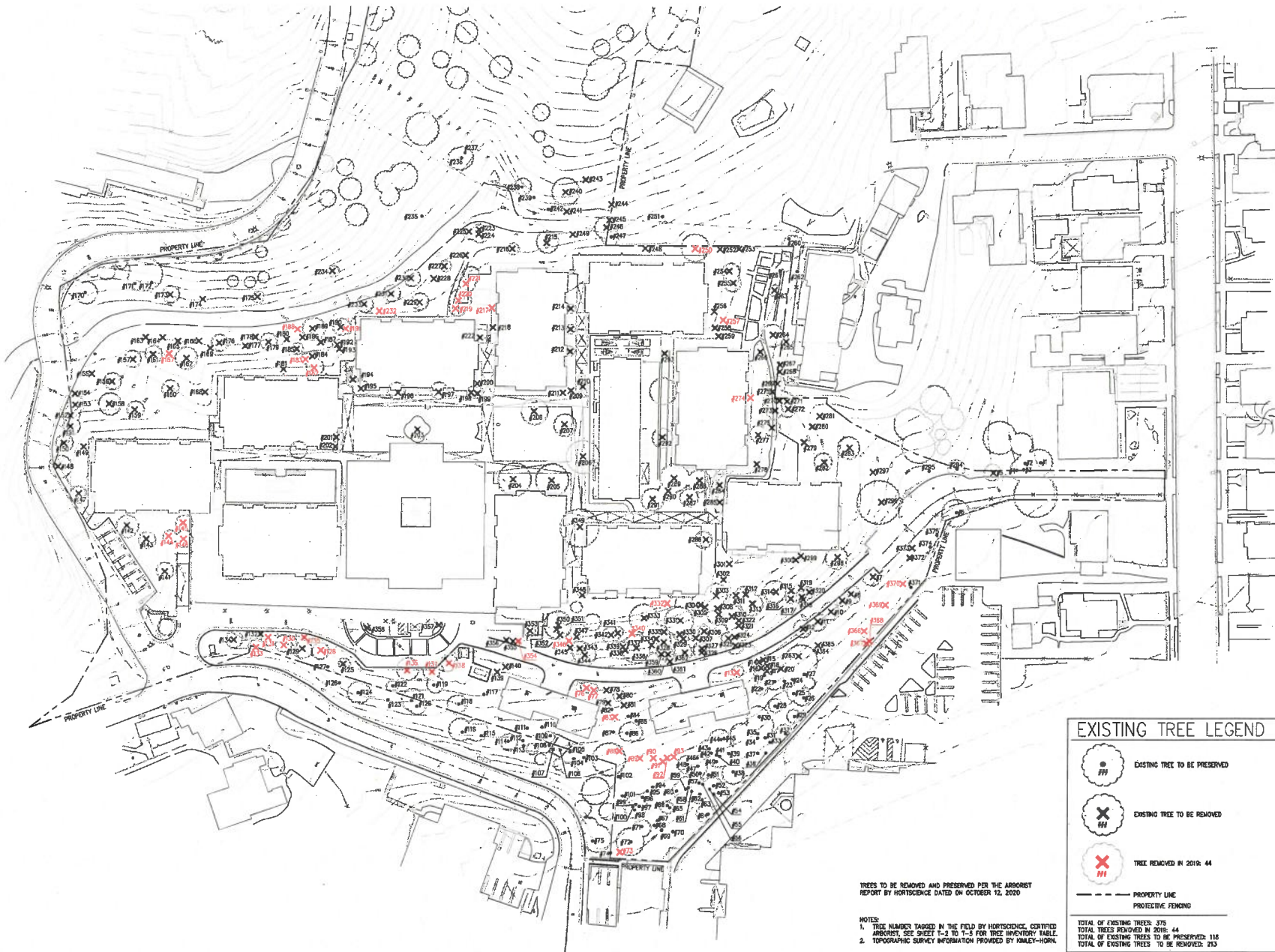
**NOT FOR
CONSTRUCTION**








PROJECT NUMBER: 5539
DRAWN: MVTZ
CHECK: KC
DATE: 03/01/2021
SCALE: 1"=40'-0"

**TREE PRESERVATION/
REMOVAL PLAN**

T-1



EXISTING TREE LEGEND

-  EXISTING TREE TO BE PRESERVED
-  EXISTING TREE TO BE REMOVED
-  TREE REMOVED IN 2018: 44
-  PROPERTY LINE
-  PROTECTIVE FENCING

TREES TO BE REMOVED AND PRESERVED PER THE ARBORIST
REPORT BY HORTISCIENCE DATED ON OCTOBER 12, 2020

- NOTES:
1. TREE TAGS TAGGED IN THE FIELD BY HORTISCIENCE. CERTIFIED ARBORIST. SEE SHEET T-2 TO T-5 FOR TREE INVENTORY TABLE.
 2. TOPOGRAPHIC SURVEY INFORMATION PROVIDED BY KIMLEY-HORN.

TOTAL OF EXISTING TREES: 375
TOTAL TREES REMOVED IN 2018: 44
TOTAL OF EXISTING TREES TO BE PRESERVED: 116
TOTAL OF EXISTING TREES TO BE REMOVED: 213

PLANNING SUBMITTAL 2021.07.27



GATES
+ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING - URBAN DESIGN
2071 CROW CANYON RD. SAN RAYMOND, CA 94583
711.731.8178 www.gates.com

LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS
CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR CONSTRUCTION



PROJECT NUMBER: 5630
DRAWN: AMFTZ
CHECK: KC
DATE: 03/01/2024
SCALE:



TREE INVENTORY TABLE

T-2

TREE INVENTORY TABLE

TREE / TAG NO.	TREE NAME	TRUNK DIAMETER (INCHES)	APPROX. CROWN DIAMETER (FEET)	CONDITION OUT OF 100%	SUITABILITY FOR PRESERVATION	PROTECTED STATUS	REMOVAL	REASON FOR REMOVAL
1	Coast Redwood <i>Sequoia sempervirens</i>	40	~30	50%	Mod	Protected		
2	California Bay <i>Umbellularia californica</i>	8,8,7	~30	50%	Low	Protected		
3	California Bay <i>Umbellularia californica</i>	6,5	~30	30%	Low	Protected		
4	Valley Oak <i>Quercus lobata</i>	17	~30	50%	Mod	Protected		
5	Valley Oak <i>Quercus lobata</i>	14	~20	30%	Low	Protected	X	New EVA. construction
6	Coast Live Oak <i>Quercus agrifolia</i>	23	~30	70%	High	Protected		
7	Blue Gum <i>Eucalyptus globulus</i>	40	~30	30%	Low	Protected	X	Invasive, fire prone
8	Blue Gum <i>Eucalyptus globulus</i>	38	~30	30%	Low	Protected	X	Invasive, fire prone
9	Blue Gum <i>Eucalyptus globulus</i>	20,7	~20	30%	Low	Exception	X	Invasive, fire prone
10	Blue Gum <i>Eucalyptus globulus</i>	54	~50	30%	Low	Protected	X	Invasive, fire prone
11	Blue Gum <i>Eucalyptus globulus</i>	28	~30	30%	Low	Protected	X	Invasive, fire prone
12	Blue Gum <i>Eucalyptus globulus</i>	39	~30	30%	Low	Protected	X	Invasive, fire prone
13	Canary Island Pine <i>Pinus canariensis</i>	21	~30	70%	High	Protected	2019 X	Fire prone, within 50 feet of structures
14	Coast Live Oak <i>Quercus agrifolia</i>	15	~20	50%	Low	Protected	X	New EVA. construction
15	California Bay <i>Umbellularia californica</i>	10	~20	50%	Mod	Protected	X	New EVA. construction
16	California Bay <i>Umbellularia californica</i>	10	~20	50%	Mod	Protected	X	New EVA. construction
17	California Bay <i>Umbellularia californica</i>	9,9	~20	30%	Low	Protected	X	New EVA. construction
18	California Bay <i>Umbellularia californica</i>	5	~20	10%	Low	Protected	X	New EVA. construction
19	California Bay <i>Umbellularia californica</i>	13,8	~30	50%	Mod	Protected		
20	California Bay <i>Umbellularia californica</i>	11	~20	30%	Low	Protected	X	Within grading limits
21	California Bay <i>Umbellularia californica</i>	13	~30	30%	Low	Protected		
22	California Buckeye <i>Aesculus californica</i>	9	~30	50%	Mod	Protected		
23	California Bay <i>Umbellularia californica</i>	7	~50	30%	Low	Protected		
24	California Bay <i>Umbellularia californica</i>	17,15	~50	70%	High	Protected		
25	California Bay <i>Umbellularia californica</i>	11	~20	30%	Low	Protected		
26	California Bay <i>Umbellularia californica</i>	12	~20	50%	Low	Protected		
27	California Bay <i>Umbellularia californica</i>	7	~20	10%	Low	Protected		
28	California Bay <i>Umbellularia californica</i>	8	~20	10%	Low	Protected		
29	California Bay <i>Umbellularia californica</i>	12,7,5	~50	10%	High	Protected		
30	Valley Oak <i>Quercus lobata</i>	34	~60	70%	High	Large Protected		
31	California Bay <i>Umbellularia californica</i>	16	~30	50%	Low	Protected		
32	California Bay <i>Umbellularia californica</i>	8	~20	50%	Low	Protected		
33	California Bay <i>Umbellularia californica</i>	14,6	~20	50%	Low	Protected		
34	California Bay <i>Umbellularia californica</i>	8	~20	30%	Low	Protected		
35	California Bay <i>Umbellularia californica</i>	11,10,7	~30	50%	Low	Protected		
36	Coast Live Oak <i>Quercus agrifolia</i>	19	~30	50%	Mod	Protected		
37	California Bay <i>Umbellularia californica</i>	10	~20	30%	Low	Protected		
38	Blue Oak <i>Quercus douglasii</i>	19	~20	30%	Low	Protected		
39	Coast Live Oak <i>Quercus agrifolia</i>	27	~30	50%	Low	Large Protected		
40	Valley Oak <i>Quercus lobata</i>	17	~20	30%	Low	Protected		

DATE: 03/01/2024 11:31 AM
FILE: PLANS AND DETAILS - LOS GATOS MEADOWS - TREE INVENTORY - LOS GATOS MEADOWS.dwg

TREES TO BE REMOVED AND PRESERVED PER THE ARBORIST REPORT BY HORTISCIENCE DATED ON OCTOBER 12, 2020

TREE INVENTORY TABLE (CONT.)

TREE / TAG NO.	TREE NAME	TRUNK DIAMETER (INCHES)	APPROX. CROWN DIAMETER (FEET)	CONDITION OUT OF 100%	SUITABILITY FOR PRESERVATION	PROTECTED STATUS	REMOVAL	REASON FOR REMOVAL
41	California Bay <i>Umbellularia californica</i>	8,5,4	~20	50%	Mod	Protected		
42	California Bay <i>Umbellularia californica</i>	5	~20	50%	Low	Protected		
43	Valley Oak <i>Quercus lobata</i>	14	~30	50%	Mod	Protected		
44	Coast Live Oak <i>Quercus agrifolia</i>	22	~50	50%	Low	Protected		
45	California Bay <i>Umbellularia californica</i>	6,5	~20	50%	Low	Protected		
46	California Bay <i>Umbellularia californica</i>	6	~20	50%	Low	Protected		
47	Valley Oak <i>Quercus lobata</i>	17,13	~50	50%	Mod	Protected		
48	California Bay <i>Umbellularia californica</i>	22,12	~50	10%	Low	Protected		
49	California Bay <i>Umbellularia californica</i>	7	~20	50%	Low	Protected		
50	California Bay <i>Umbellularia californica</i>	7	~20	50%	Low	Protected		
51	California Bay <i>Umbellularia californica</i>	7	~30	30%	Low	Protected		
52	California Bay <i>Umbellularia californica</i>	9	~30	30%	Low	Protected		
53	California Bay <i>Umbellularia californica</i>	10	~20	50%	Low	Protected		
54	California Bay <i>Umbellularia californica</i>	13,9	~30	50%	Low	Protected		
55	California Bay <i>Umbellularia californica</i>	6,5,5,4	~30	50%	Low	Protected		
56	California Bay <i>Umbellularia californica</i>	7	~30	30%	Low	Protected		
57	California Bay <i>Umbellularia californica</i>	9,8	~30	30%	Low	Protected		
58	California Bay <i>Umbellularia californica</i>	12	~30	30%	Low	Protected		
59	Coast Live Oak <i>Quercus agrifolia</i>	27,15	~60	50%	Mod	Large Protected		
60	California Bay <i>Umbellularia californica</i>	14	~20	10%	Low	Protected		
61	California Bay <i>Umbellularia californica</i>	15	~30	30%	Low	Protected		
62	California Bay <i>Umbellularia californica</i>	13	~30	30%	Low	Protected		
63	California Bay <i>Umbellularia californica</i>	6	~20	50%	Low	Protected		
64	California Bay <i>Umbellularia californica</i>	10,9	~30	50%	Low	Protected		
65	California Bay <i>Umbellularia californica</i>	9	~30	30%	Low	Protected		
66	California Bay <i>Umbellularia californica</i>	11	~20	30%	Low	Protected		
67	Olive <i>Olea spp.</i>	5,4,3,2	~20	30%	Low	Exception		
68	California Bay <i>Umbellularia californica</i>	6	~20	50%	Low	Protected		
69	California Bay <i>Umbellularia californica</i>	7	~20	30%	Low	Protected		
70	Coast Live Oak <i>Quercus agrifolia</i>	6	~20	50%	Mod	Protected		
71	California Bay <i>Umbellularia californica</i>	17,8	~30	50%	Mod	Protected		
72	Valley Oak <i>Quercus lobata</i>	33	~60	70%	High	Large Protected		
73	Olive <i>Olea spp.</i>	5	~10	50%	Mod	Exception	2019 X	Invasive
74	Coast Live Oak <i>Quercus agrifolia</i>	6	~20	50%	Mod	Protected		
75	Coast Live Oak <i>Quercus agrifolia</i>	30	~50	50%	Mod	Large Protected		
76	Monterey Pine <i>Pinus radiata</i>	15	~20	50%	Low	Protected	2019 X	Fire prone, within 50 feet of structures
77	Monterey Pine <i>Pinus radiata</i>	17	~20	50%	Low	Protected	2019 X	Fire prone, within 50 feet of structures
78	Coast Redwood <i>Sequoia sempervirens</i>	7	~10	90%	High	Protected	X	New EVA. construction
79	Coast Redwood <i>Sequoia sempervirens</i>	13	~20	90%	High	Protected	X	Within grading limits
80	Blue Oak <i>Quercus douglasii</i>	12	~20	50%	Mod	Protected	X	New EVA. construction

TREE INVENTORY TABLE (CONT.)

TREE / TAG NO.	TREE NAME	TRUNK DIAMETER (INCHES)	APPROX. CROWN DIAMETER (FEET)	CONDITION OUT OF 100%	SUITABILITY FOR PRESERVATION	PROTECTED STATUS	REMOVAL	REASON FOR REMOVAL
81	Coast Redwood <i>Sequoia sempervirens</i>	5	~10	90%	High	Protected	X	Within grading limits
82	Coast Redwood <i>Sequoia sempervirens</i>	7	~20	30%	Low	Protected		
83	Monterey Pine <i>Pinus radiata</i>	14	~20	50%	Low	Protected	2019 X	Fire prone, within 50 feet of structures
84	Big Leaf Maple <i>Acer macrophylla</i>	9	~30	30%	Low	Protected		
85	Coast Redwood <i>Sequoia sempervirens</i>	7	~10	90%	High	Protected		
86	Valley Oak <i>Quercus lobata</i>	19	~50	70%	Mod	Protected		
87	Coast Redwood <i>Sequoia sempervirens</i>	10	~20	90%	High	Protected		
88	Monterey Pine <i>Pinus radiata</i>	8	~20	50%	Low	Protected	2019 X	Fire prone, within 50 feet of structures
89	Monterey Pine <i>Pinus radiata</i>	8	~20	50%	Mod	Protected	2019 X	Fire prone, within 50 feet of structures
90	Blackwood Acacia <i>Acacia melanoxylon</i>	10,6	~20	30%	Low	Exception	2019 X	Invasive, Fire prone
91	Blackwood Acacia <i>Acacia melanoxylon</i>	5	~20	30%	Low	Exception	2019 X	Invasive, Fire prone
92	Blackwood Acacia <i>Acacia melanoxylon</i>	8,7,4	~20	30%	Low	Exception	2019 X	Invasive, Fire prone
93	Blackwood Acacia <i>Acacia melanoxylon</i>	5,5,5,4	~20	30%	Low	Exception	2019 X	Invasive, Fire prone
94	California Bay <i>Umbellularia californica</i>	10	~20	30%	Low	Protected		
95	California Bay <i>Umbellularia californica</i>	16	~30	30%	Low	Protected		
96	California Bay <i>Umbellularia californica</i>	5	~10	10%	Low	Protected		
97	California Bay <i>Umbellularia californica</i>	19,6,5,4,4	~30	50%	Low	Protected		
98	Valley Oak <i>Quercus lobata</i>	17,16	~50	50%	Mod	Protected		
99	California Bay <i>Umbellularia californica</i>	7,6,5,5	~30	50%	Low	Protected		
100	California Bay <i>Umbellularia californica</i>	6	~20	50%	Low	Protected		
101	California Bay <i>Umbellularia californica</i>	5	~20	70%	High	Protected		
102	California Bay <i>Umbellularia californica</i>	5,5,5,4,3,3,2	~50	70%	Mod	Protected		
103	Coast Redwood <i>Sequoia sempervirens</i>	9	~20	50%	Mod	Protected		
104	Coast Redwood <i>Sequoia sempervirens</i>	8	~20	90%	High	Protected		
105	Coast Redwood <i>Sequoia sempervirens</i>	9	~20	90%	High	Protected		
106	Coast Redwood <i>Sequoia sempervirens</i>	10	~20	90%	High	Protected		
107	Coast Redwood <i>Sequoia sempervirens</i>	8	~20	90%	High	Protected		
108	Coast Redwood <i>Sequoia sempervirens</i>	4	~10	90%	High	Protected		
109	Grecian Laurel <i>Laurus nobilis</i>	10,9,9	~20	30%	Low	Protected		
110	Grecian Laurel <i>Laurus nobilis</i>	6,6,5,5,4,3,3,2	~20	30%	Low	Protected		
111	Grecian Laurel <i>Laurus nobilis</i>	5,4,4,4,4,3,3,3	~20	30%	Low	Protected		
112	Olive <i>Olea spp.</i>	9	~10	50%	Mod	Exception		
113	Olive <i>Olea spp.</i>	12,7	~20	50%	Mod	Exception		
114	Olive <i>Olea spp.</i>	10,6,5,4,3,2,2,2	~20	50%	Mod	Exception		
115	Valley Oak <i>Quercus lobata</i>	21	~30	50%	Low	Protected		
116	Blue Gum <i>Eucalyptus globulus</i>	47,32,17	~60	50%	Low	Large Protected		
117	Bronze Laurel <i>Eriobotrya deflexa</i>	6	~20	30%	Low	Protected		
118	Coast Live Oak <i>Quercus agrifolia</i>	19,15	~50	70%	High	Protected		
119	Coast Live Oak <i>Quercus agrifolia</i>	19	~50	70%	High	Protected		
120	Valley Oak <i>Quercus lobata</i>	14	~30	50%	Mod	Protected		

TREE INVENTORY TABLE (CONT.)

TREE/TAG NO.	TREE NAME	TRUNK DIAMETER (INCHES)	APPROX. CROWN DIAMETER (FEET)	CONDITION OUT OF 100%	SUITABILITY FOR PRESERVATION	PROTECTED STATUS	REMOVAL	REASON FOR REMOVAL
121	Valley Oak <i>Quercus lobata</i>	19	~30	50%	Low	Protected		
122	Coast Live Oak <i>Quercus agrifolia</i>	11	~20	50%	Mod	Protected		
123	Olive <i>Olea spp.</i>	7,7.5,4,4.3	~20	50%	Mod	Exception		
124	Coast Live Oak <i>Quercus agrifolia</i>	25	~30	10%	Low	Large Protected		
125	Coast Redwood <i>Sequoia sempervirens</i>	19	~20	10%	Low	Protected	X	New retaining wall construction
126	Coast Live Oak <i>Quercus agrifolia</i>	7,7	~20	10%	Low	Protected		
127	Coast Live Oak <i>Quercus agrifolia</i>	8	~20	10%	Low	Protected		
128	Canary Island Pine <i>Pinus canariensis</i>	26	~30	70%	Mod	Protected	2019 X	Fire prone, within 50 feet of structures
129	Coast Live Oak <i>Quercus agrifolia</i>	15	~30	50%	Low	Protected	X	New bio-retention construction
130	Canary Island Pine <i>Pinus canariensis</i>	23	~30	70%	High	Protected	2019 X	Fire prone, within 50 feet of structures
131	Canary Island Pine <i>Pinus canariensis</i>	26	~30	30%	Low	Protected	2019 X	Fire prone, within 50 feet of structures
132	Coast Redwood <i>Sequoia sempervirens</i>	7	~20	90%	Mod	Protected	X	New building construction
133	Canary Island Pine <i>Pinus canariensis</i>	22	~30	70%	High	Protected	2019 X	Fire prone, within 50 feet of structures
134	Coast Live Oak <i>Quercus agrifolia</i>	18	~50	70%	Mod	Protected	X	New building construction
135	Canary Island Pine <i>Pinus canariensis</i>	22	~30	70%	Mod	Protected	2019 X	Fire prone, within 50 feet of structures
136	Canary Island Pine <i>Pinus canariensis</i>	23	~30	70%	High	Protected	2019 X	Fire prone, within 50 feet of structures
137	Canary Island Pine <i>Pinus canariensis</i>	21	~30	70%	High	Protected	2019 X	Fire prone, within 50 feet of structures
138	Canary Island Pine <i>Pinus canariensis</i>	21	~30	70%	High	Protected	2019 X	Fire prone, within 50 feet of structures
139	Bronze Lequint <i>Eriobotrya deflexa</i>	5,3,3,3	~20	50%	Mod	Protected	X	New EVA construction
140	Bronze Lequint <i>Eriobotrya deflexa</i>	6,4,2	~20	30%	Low	Protected	X	New EVA construction
141	Crabapple <i>Malus spp.</i>	8	~30	70%	High	Exception	X	New building construction
142	Coast Live Oak <i>Quercus agrifolia</i>	18	~30	70%	High	Protected	X	New building construction
143	Coast Live Oak <i>Quercus agrifolia</i>	16	~30	70%	High	Protected	X	New building construction
144	Canary Island Pine <i>Pinus canariensis</i>	18	~30	50%	Mod	Protected	2019 X	Fire prone, within 50 feet of structures
145	Canary Island Pine <i>Pinus canariensis</i>	22	~30	70%	High	Protected	2019 X	Fire prone, within 50 feet of structures
146	Canary Island Pine <i>Pinus canariensis</i>	26	~30	70%	Mod	Protected	2019 X	Fire prone, within 50 feet of structures
147	Douglas Fir <i>Pseudotsuga menziesii</i>	18	~30	70%	Mod	Protected	X	Within grading limits
148	Douglas Fir <i>Pseudotsuga menziesii</i>	29	~30	70%	Mod	Protected	X	New EVA construction
149	Hollywood Juniper <i>Juniperus chinensis</i>	9,5	~30	70%	High	Protected	X	New building construction
150	Douglas Fir <i>Pseudotsuga menziesii</i>	15	~30	50%	Mod	Protected	X	Within grading limits
151	Douglas Fir <i>Pseudotsuga menziesii</i>	15	~30	30%	Low	Protected	X	Within grading limits
152	Douglas Fir <i>Pseudotsuga menziesii</i>	18	~30	50%	Low	Protected	X	Within grading limits
153	Douglas Fir <i>Pseudotsuga menziesii</i>	14	~30	50%	Mod	Protected	X	New retaining wall construction
154	Valley Oak <i>Quercus lobata</i>	11	~30	70%	High	Protected	X	New retaining wall construction
155	Silk Oak <i>Casahuate robusta</i>	11	~30	50%	Low	Protected	X	New retaining wall construction
156	Coast Live Oak <i>Quercus agrifolia</i>	17	~30	70%	High	Protected	X	New retaining wall construction
157	Coast Live Oak <i>Quercus agrifolia</i>	15	~50	30%	Low	Protected	X	New retaining wall construction
158	Douglas Fir <i>Pseudotsuga menziesii</i>	22	~30	30%	Low	Protected	X	New retaining wall construction
159	Coast Live Oak <i>Quercus agrifolia</i>	21	~30	50%	Mod	Protected	X	New building construction
160	Valley Oak <i>Quercus lobata</i>	21	~50	50%	Mod	Protected	X	New building construction

TREE INVENTORY TABLE (CONT.)

TREE/TAG NO.	TREE NAME	TRUNK DIAMETER (INCHES)	APPROX. CROWN DIAMETER (FEET)	CONDITION OUT OF 100%	SUITABILITY FOR PRESERVATION	PROTECTED STATUS	REMOVAL	REASON FOR REMOVAL
161	Valley Oak <i>Quercus lobata</i>	16	~30	30%	Low	Protected	X	New retaining wall construction
162	Coast Live Oak <i>Quercus agrifolia</i>	20	~30	50%	Mod	Protected	X	New retaining wall construction
163	Italian Cypress <i>Cupressus sempervirens</i>	5	~10	90%	High	Protected	X	New EVA construction
164	Italian Cypress <i>Cupressus sempervirens</i>	6	~10	90%	High	Protected	X	New EVA construction
165	Italian Cypress <i>Cupressus sempervirens</i>	6	~10	90%	High	Protected	X	New EVA construction
166	Italian Cypress <i>Cupressus sempervirens</i>	5	~10	90%	High	Protected	X	New EVA construction
167	Monterey Pine <i>Pinus monophylla</i>	4	~20	90%	High	Protected	2019 X	Fire prone, within 50 feet of structures
168	Red Horsechestnut <i>Aesculus x carnea</i>	5,2	~20	90%	High	Protected	X	New building construction
169	Coast Live Oak <i>Quercus agrifolia</i>	7	~20	50%	Low	Protected	X	New EVA construction
170	California Bay Umbellularia <i>Umbellularia californica</i>	17,10,8	~50	30%	Low	Protected		
171	California Bay Umbellularia <i>Umbellularia californica</i>	7,7,7,6,5,5,5,3	~30	30%	Low	Protected		
172	California Bay Umbellularia <i>Umbellularia californica</i>	8,5,5,4	~30	30%	Low	Protected		
173	California Bay Umbellularia <i>Umbellularia californica</i>	18	~30	50%	Mod	Protected	X	Tested positive for SOD
174	Coast Live Oak <i>Quercus agrifolia</i>	8	~20	70%	Mod	Protected	X	Retaining Wall Construction
175	Coast Live Oak <i>Quercus agrifolia</i>	15	~30	30%	Low	Protected	X	Retaining Wall Construction
176	Sugar Gum Tree <i>Liquidambar styraciflua</i>	17,16	~30	50%	Mod	Protected	X	New EVA construction
177	Sugar Gum Tree <i>Liquidambar styraciflua</i>	12,11,11,1,1	~50	30%	Low	Protected	X	New building construction
178	Deodar Cedar <i>Cedrus deodara</i>	6	~20	90%	High	Protected	X	New EVA construction
179	Coast Live Oak <i>Quercus agrifolia</i>	14	~30	50%	Mod	Protected	X	New building construction
180	Italian Cypress <i>Cupressus sempervirens</i>	5	~10	90%	High	Protected	X	New EVA construction
181	Silka Spruce <i>Picea sitchensis</i>	6	~10	70%	High	Protected	X	New building construction
182	Italian Stone Pine <i>Pinus pinea</i>	22	~30	50%	Mod	Protected	2019 X	Fire prone, within 50 feet of structures
183	Italian Stone Pine <i>Pinus pinea</i>	19	~30	50%	Mod	Protected	2019 X	Fire prone, within 50 feet of structures
184	Red Ironbark <i>Eucalyptus sideroxylon</i>	13	~20	10%	Low	Exception	X	Poor condition, SOD carrier, fire prone
185	Incense Cedar <i>Calocedrus decurrens</i>	11	~20	90%	High	Protected	X	New building construction
186	Italian Cypress <i>Cupressus sempervirens</i>	5	~10	50%	Mod	Protected	X	New EVA construction
187	Italian Cypress <i>Cupressus sempervirens</i>	5	~10	90%	High	Protected	X	New building construction
188	Blackwood Accacia <i>Acacia melanoxylon</i>	4	~10	70%	Low	Exception	2019 X	Invasive, Fire prone
189	Coast Live Oak <i>Quercus agrifolia</i>	19	~50	50%	Mod	Protected	X	New EVA construction
190	Red Ironbark <i>Eucalyptus sideroxylon</i>	13	~30	10%	Low	Exception	X	Poor condition, SOD carrier, fire prone
191	Blackwood Accacia <i>Acacia melanoxylon</i>	17	~30	50%	Low	Exception	2019 X	Invasive, Fire prone
192	Red Ironbark <i>Eucalyptus sideroxylon</i>	14	~30	10%	Low	Exception	X	Poor condition, SOD carrier, fire prone
193	Hollywood Juniper <i>Juniperus chinensis</i>	17	~20	70%	High	Protected	X	New building construction
194	Hollywood Juniper <i>Juniperus chinensis</i>	5,5,4,3,3,3	~20	50%	Low	Protected	X	New building construction
195	Hollywood Juniper <i>Juniperus chinensis</i>	11,7	~20	50%	Low	Protected	X	New building construction
196	Blue Blossom <i>Conoclinium coelestinum</i>	5,4,4	~20	30%	Low	Protected	X	New building construction
197	Hollywood Juniper <i>Juniperus chinensis</i>	18	~20	50%	Low	Protected	X	New building construction
198	Hollywood Juniper <i>Juniperus chinensis</i>	13	~20	50%	Low	Protected	X	New building construction
199	Hollywood Juniper <i>Juniperus chinensis</i>	11	~20	50%	Low	Protected	X	New building construction
200	Hollywood Juniper <i>Juniperus chinensis</i>	10	~20	50%	Low	Protected	X	New building construction

TREE INVENTORY TABLE (CONT.)

TREE/TAG NO.	TREE NAME	TRUNK DIAMETER (INCHES)	APPROX. CROWN DIAMETER (FEET)	CONDITION OUT OF 100%	SUITABILITY FOR PRESERVATION	PROTECTED STATUS	REMOVAL	REASON FOR REMOVAL
201	Hollywood Juniper <i>Juniperus chinensis</i>	12	~20	50%	Low	Protected	X	New building construction
202	Hollywood Juniper <i>Juniperus chinensis</i>	13	~20	50%	Low	Protected	X	New building construction
203	Crabapple <i>Malus spp.</i>	4,3	~20	70%	High	Exception	X	New building construction
204	Sawleaf Zeltkova <i>Zeltkova serrata</i>	23	~50	50%	Mod	Protected	X	New building construction
205	Sawleaf Zeltkova <i>Zeltkova serrata</i>	22	~50	30%	Low	Protected	X	New building construction
206	Valley Oak <i>Quercus lobata</i>	24	~50	70%	Mod	Large Protected	X	New building construction
207	Sawleaf Zeltkova <i>Zeltkova serrata</i>	19	~50	30%	Low	Protected	X	New building construction
208	Sawleaf Zeltkova <i>Zeltkova serrata</i>	18	~50	30%	Low	Protected	X	New building construction
209	Maylen Tree <i>Maylenia toaria</i>	7	~20	30%	Low	Protected	X	New building construction
210	Italian Cypress <i>Cupressus sempervirens</i>	14	~10	70%	Mod	Protected	X	New building construction
211	Italian Cypress <i>Cupressus sempervirens</i>	14	~10	70%	Low	Protected	X	New building construction
212	Crabapple <i>Malus spp.</i>	12	~20	50%	Mod	Exception	X	New building construction
213	Crabapple <i>Malus spp.</i>	11	~20	50%	Mod	Exception	X	New building construction
214	Crabapple <i>Malus spp.</i>	11	~20	30%	Low	Exception	X	New building construction
215	Coast Live Oak <i>Quercus agrifolia</i>	22,22	~50	50%	Low	Protected	X	New EVA construction
216	California Bay Umbellularia <i>Umbellularia californica</i>	10	~20	50%	Mod	Protected	X	Poor condition, SOD carrier, fire prone
217	Brazilian Peppertree <i>Schinus terebinthifolius</i>	5	~20	50%	Low	Protected	2019 X	Invasive
218	Loquat <i>Eriobotrya japonica</i>	6	~20	70%	Mod	Protected	X	New building construction
219	Blue Gum <i>Eucalyptus globulus</i>	36	~50	50%	Mod	Protected	2019 X	Invasive, Fire prone
220	Blue Gum <i>Eucalyptus globulus</i>	62	~60	50%	Mod	Large Protected	2019 X	Invasive, Fire prone
221	Blue Gum <i>Eucalyptus globulus</i>	36	~50	50%	Mod	Protected	2019 X	Invasive, Fire prone
222	African Fern Pine <i>Allocaurus gracilis</i>	5	~20	70%	Mod	Protected	X	New building construction
223	California Bay Umbellularia <i>Umbellularia californica</i>	13	~20	50%	Mod	Protected	X	Poor condition, SOD carrier, fire prone
224	California Bay Umbellularia <i>Umbellularia californica</i>	13,13	~30	50%	Mod	Protected	X	Poor condition, SOD carrier, fire prone
225	Coast Live Oak <i>Quercus agrifolia</i>	20	~50	70%	Mod	Protected	X	New EVA construction
226	Red Horsechestnut <i>Aesculus x carnea</i>	8	~20	30%	Low	Protected	X	New EVA construction
227	Red Horsechestnut <i>Aesculus x carnea</i>	8	~20	30%	Low	Protected	X	New EVA construction
228	Red Horsechestnut <i>Aesculus x carnea</i>	5	~20	50%	Mod	Protected	X	New EVA construction
229	Coast Live Oak <i>Quercus agrifolia</i>	23	~30	70%	Mod	Protected	X	New EVA construction
230	Red Ironbark <i>Eucalyptus sideroxylon</i>	22	~30	30%	Low	Exception	X	New EVA construction
231	Red Ironbark <i>Eucalyptus sideroxylon</i>	5,5,5,5,4	~20	30%	Low	Exception	X	New EVA construction
232	Purpleleaf Plum <i>Prunus caroliniana</i>	4	~10	30%	Low	Protected	2019 X	Invasive
233	Red Ironbark <i>Eucalyptus sideroxylon</i>	19	~20	50%	Low	Exception	X	New EVA construction
234	Coast Live Oak <i>Quercus agrifolia</i>	10,9	~20	50%	Mod	Protected	X	Retaining Wall Construction
235	Toyon <i>Heteromeles arbutifolia</i>	6,5,4,4	~20	50%	Mod	Protected		
236	California Bay Umbellularia <i>Umbellularia californica</i>	12	~30	50%	Low	Protected		
237	California Bay Umbellularia <i>Umbellularia californica</i>	11	~20	50%	Mod	Protected		
238	Coast Live Oak <i>Quercus agrifolia</i>	14	~30	50%	Low	Protected		
239	Olive <i>Olea spp.</i>	10,5,5	~20	50%	Mod	Exception		
240	Coast Live Oak <i>Quercus agrifolia</i>	28	~20	50%	Low	Large Protected	X	Within grading limits



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LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR CONSTRUCTION



PROJECT NUMBER: 2639
 DRAWN: MW7C
 CHECK: KC
 DATE: 03/01/2024
 SCALE: 1" = 10'



TREE INVENTORY TABLE

T-3

FILE: P:\2021\LOS GATOS MEADOWS\DWG\20210727\T-3.dwg
 PLOT DATE: 1/27/2024 11:31 AM
 NEEDS TO BE REMOVED AND PREPARED FOR THE ARCHITECT REPORT BY HORTISOURCE DATED ON OCTOBER 12, 2020

TREE INVENTORY TABLE (CONT.)

TREE/ TAG NO.	TREE NAME	TRUNK DIAMETER (INCHES)	HEIGHT/ CROWN DIAMETER (FEET)	CONDITION OUT OF 100%	SUITABILITY FOR PRESERVATION	PROTECTED STATUS	REMOVAL	REASON FOR REMOVAL
361	California Bay Umbellularia californica	8	~20	30%	Low	Protected	X	Poor condition, 500 carrier, fire prone
362	California Buckeye Aesculus californica	9	~20	50%	Low	Protected	X	Retaining Wall Construction
363	Coast Live Oak Quercus agrifolia	5,4	~20	10%	Low	Protected	X	Within grading limits
364	Coast Live Oak Quercus agrifolia	4	~10	50%	Low	Protected	X	Within grading limits
365	California Bay Umbellularia californica	4	~10	50%	Low	Protected	X	New retaining wall construction of stormwater treatment area
366	Bailey acacia Acacia baileyana	5	~10	10%	Low	Protected	2019 X	Invasive
367	Bailey acacia Acacia baileyana	7	~20	30%	Low	Protected	2019 X	Invasive
368	Bailey acacia Acacia baileyana	5	~20	30%	Low	Protected	2019 X	Invasive
369	Bailey acacia Acacia baileyana	7,7,7,6	~30	30%	Low	Protected	2019 X	Invasive
370	Bailey acacia Acacia baileyana	1	~30	30%	Low	Protected	2019 X	Invasive
371	Plum Prunus spp.	5,4	~20	30%	Low	Protected	X	
372	Coast Live Oak Quercus agrifolia	9,6	~20	50%	Low	Protected	X	New retaining wall construction of stormwater treatment area
373	California Bay Umbellularia californica	8	~10	30%	Low	Protected	X	New EVA construction
374	Coast Redwood Sequoia sempervirens	10	~20	90%	High	Protected		
375	Coast Redwood Sequoia sempervirens	14	~20	90%	High	Protected		

TREES TO BE REMOVED AND PRESERVED PER THE ARBORIST REPORT BY HORTISCIENCE DATED ON OCTOBER 12, 2020

TREE PROTECTION NOTES:

THE FOLLOWING TREE PROTECTION MEASURES AND RECOMMENDATIONS ARE PREPARED BY HORTISCIENCE/ARTELITE CONSULTING DATED ON OCTOBER 12, 2020.

Tree Preservation Guidelines
The goal of tree preservation is to retain trees that survive during development but maintenance of trees and removal of trees that are not subject to retention. The removal of trees that are not subject to retention should be done in a manner that does not impact the remaining trees. The removal of trees that are not subject to retention should be done in a manner that does not impact the remaining trees.

The following recommendations will help reduce impacts to trees from development and maintain and improve their health and safety through the clearing, grading and construction phases. All tree protection measures comply with Town of Los Gatos Municipal Code Sec.228.18, 100% Protection of Trees During Construction.

Tree Protection Zone

- A Tree Protection Zone shall be identified for each tree to be preserved. The Tree Protection Zone for each tree shall be the diameter of the tree. In most cases, groups of trees can be protected collectively.
- Fences all trees to be retained to completely enclose the Tree Protection Zone prior to clearing, grading or grading. Fences shall be 6 ft. chain link with 2-inch diameter galvanized top rails driven into the ground to a depth of at least 2 feet at no more than 10-foot spacing, or equivalent as approved by the Town. Two 4x4 shall be located at the edge of construction. These to remain in the easement of 10-102 and 10-117 can be forced along the weaker edge of their collective drip line. All other trees to remain can be protected by the perimeter fencing at their collective drip line at the limit of grading on the northern, western, and southern edges of the project.
- Fences shall be installed before demolition, grading or construction permits are issued and shall remain in place until construction is complete. Contractor shall first obtain the approval of the Consulting Arborist before any fence is installed. Contractor shall first obtain the approval of the Consulting Arborist before any fence is installed.
- No grading, excavation, construction or storage or dumping of materials shall occur within the Tree Protection Zone. Excavation within the diameter of tree 478 shall be approved by and reviewed by the Consulting Arborist.
- No underground services including utilities, sub-drains, water or sewer shall be placed in the Tree Protection Zone.
- Warning sign. Each tree fence shall have prominently displayed an 8.5 x 11-inch sign reading: "Warning—Tree Protection Zone. No excavation or grading shall be permitted without the approval of the Consulting Arborist." Signs shall be placed at the entrance to the Tree Protection Zone.
- The attachment of wires, signs or ropes to any protected tree is prohibited.

Design recommendations

- Any changes to the plans affecting the trees shall be reviewed by the consulting arborist with regard to tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.
- Plan for tree preservation by designing appropriate easements around trees to be preserved. This is the Tree Protection Zone and shall be indicated on all plans. The Tree Protection Zone shall enclose the tree and shall extend to the drip line of the tree and shall enclose the tree and shall extend to the drip line of the tree.
- Consider the vertical clearance of trees during design. Avoid designs that would require pruning more than 20% of a tree's canopy.
- All plans affecting trees shall be reviewed by the Consulting Arborist with regard to tree impacts. These include, but are not limited to, demolition plans, grading plans, drainage plans, utility plans, and landscape and irrigation plans.
- Injection systems shall be designed so that no remaining service roots larger than 1" in diameter will occur within the Tree Protection Zone.
- Tree Preservation Guidelines prepared by the Consulting Arborist, which include specifications for tree protection during demolition and construction, shall be included on all plans.
- Any herbicides placed under pending materials must be safe for use around trees and labeled for that use.
- Do not blow the south side 50' of any tree. Limit to tree to north.
- All trees within 100 feet from the site, appropriate soils may show within the root zone. Therefore, foundations, footings and piers must be installed on appropriate soils near trees shall be designed to withstand differential displacement.
- Ensure adequate but not excessive water is supplied to trees in winter create seasonal irrigation will be required. Avoid diverting runoff from trees.

Pre-demolition and pre-construction treatments and recommendations

- The demolition and construction superintendents shall meet with the Consulting Arborist before beginning work to review all work procedures, access routes, storage areas, and tree protection measures.
- Prior to the commencement of construction, install the fence at the drip line, or Tree Protection Zone around any tree. Another requirement is to relocate which could be affected by the construction and prohibit any storage of construction materials or other materials, equipment, debris, or parking of vehicles within the Tree Protection Zone. The design shall not be altered in any way so as to increase the encroachment of the construction.
- Branches extending into the work area that can remain following demolition shall be cut back and protected from damage.
- Fences are to remain until all grading and construction is completed. Where demolition must occur close to trees, such as removing curb and pavement, install trunk protection devices such as installing air lock landing around trunks or installing top rails around tree trunks.
- Prune trees to be preserved to clear the crown of dead branches 1" and larger in diameter, take care not to damage the tree's canopy as needed for construction activities.
 - All pruning shall be done by a State of California Licensed Tree Contractor (CETC). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (ANSI Z39.1) and Pruning (ANSI Z63.1).
 - The Consulting Arborist will provide pruning specifications prior to site demolition.
 - Branches extending into the work area that can remain following demolition shall be cut back and protected from damage.
 - While in the presence of the arborist shall perform an aerial inspection to identify any defects, weak branch and trunk attachments and decay not visible from the ground. Any additional work needed to mitigate defects shall be reported to the property owner.
- Trees to be removed that have branches extending into the canopy of trees to be retained within the Tree Protection Zone of trees to be retained shall be removed by a Certified Arborist or Certified Tree Worker and not by the demolition contractor. The Certified Arborist or Certified Tree Worker shall remove the trees in a manner that causes no damage to the trees to be retained and shall remain in place until the ground below grade.

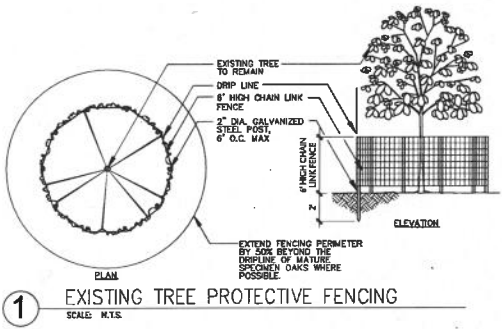
- Trees to be removed shall be felled as close as possible to the Tree Protection Zone and avoid falling and remain in place until removed. If trees are retained, the Consulting Arborist may require that remaining trees be removed from the Tree Protection Zone after by hand, or with equipment sitting outside the Tree Protection Zone. Extraction shall occur by lifting the material out, not by sliding across the ground. Trunks shall be dropped and spread beneath the tree within the Tree Protection Zone.
- Stumps and underground features to be removed within the Tree Protection Zone shall use equipment that will minimize damage to trees above and below ground, and operate from outside the Tree Protection Zone. The best practices and equipment with protective materials to protect from injury are directed by the Project arborist. The Project arborist shall be consulted during all operations within the Tree Protection Zone to monitor demolition activity.
- All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife Code 2002-2013 to not disturb nesting birds. To the extent feasible tree pruning and removal should be scheduled outside of the breeding season. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.

Recommendations for tree preservation during construction

- Any approved grading, construction, demolition or other work within the Tree Protection Zone shall be reviewed by the Consulting Arborist. The Consulting Arborist shall review as the project evolves for periodic monitoring of the project site and the health of trees to be preserved. The project Consulting Arborist shall be present whenever activities occur which may impact trees in the health of the trees to be preserved and shall document all site visits.
- All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.
- Tree protection devices are to remain until all site work has been completed within the work area. Fences or other protection devices may not be relocated or removed without permission of the Consulting Arborist.
- Construction trailers, bulk and storage areas must remain outside Tree Protection Zone at all times.
- Construction activities within the Tree Protection Zone, including but not limited to: excavation, grading, drainage and leveling within the diameter of the tree are prohibited, unless approved by the Director, per Sec.10.25.1005.
- Any tree pruning required for construction purposes shall require the prior approval of and be supervised by the Project Arborist. Stems should be cut with a saw to provide a flat and smooth cut. Removal of roots larger than 2" in diameter should be avoided.
- If roots 2" and greater in diameter are encountered during site work and must be cut to complete the construction, the Project Arborist must be consulted to evaluate effects on the health and stability of the tree and recommend treatment.
- Any brush clearing required within the Tree Protection Zone shall be accomplished with hand-carried equipment.
- All down brush and trees shall be removed from the Tree Protection Zone either by hand, or with equipment sitting outside the Tree Protection Zone. Extraction shall occur by lifting the material out, not by sliding across the ground.
- Prior to grading or leveling, trees may require root pruning outside the Tree Protection Zone. Any root pruning required for construction purposes shall require the prior approval of, and be supervised by, the Project Arborist.
- Spill from trucks, fueling, utility or other excavation shall not be placed within the Tree Protection Zone, neither temporary nor permanent.
- All grading within the diameter of trees shall be done using the smallest equipment possible. The equipment shall operate perpendicular to the tree and operate from outside the Tree Protection Zone. Any modifications must be approved and monitored by the Consulting Arborist.
- All trees shall be irrigated on a schedule to be determined by the Consulting Arborist every 3 to 6 weeks in typical. Each irrigation shall wet the soil within the Tree Protection Zone of a depth of 20".
- If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Consulting Arborist so that appropriate treatments can be applied. The Director and Consulting Arborist shall be notified of any damage that occurs to a protected tree during construction so that proper treatment may be administered.
- No excess soil, chemicals, debris, equipment or other materials shall be dumped or stored within the Tree Protection Zone. Cleanup or disposing of all, practices, chemicals or other harmful materials within the diameter of or in drainage channels, swales or areas that may lead to the diameter of a protected tree are prohibited.
- Any additional tree pruning required for clearance during construction must be performed by a Certified Arborist and not by construction personnel.
- Trees that accumulate a sufficient quantity of dirt on their trunks, limbs and roots as judged by the Consulting Arborist shall be approved at the discretion of the Project Arborist.

Statement of impacted trees

Our procedures included examining trees for observable defects in structure. This is not to say that trees without significant defects will not fall. Failure of apparently defect-free trees does occur, especially during storm events. Wind forces, for example, can exceed the strength of defect-free wood causing branches and trunks to break. Wind forces coupled with rain can saturate soils, reducing their ability to hold roots, and slow over-maturated trees. Although we cannot predict all failures, identifying those trees with observable defects is a critical component of retaining trees to safety.



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LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS CALIFORNIA

ISSUE: DESCRIPTION: DATE:

NOT FOR CONSTRUCTION



PROJECT NUMBER: 5639
DRAWING: M672
CHECK: KC
DATE: 03/12/24
SCALE:

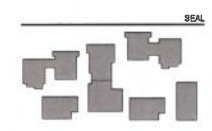


TREE INVENTORY TABLE AND NOTES

T-5

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2100
 San Francisco, CA 94104
 T. 415 435 7000

Applicant:
 ROCKWOOD PACIFIC
 36 SOUTHWOOD DRIVE
 OREGON, CA 94552
 (415) 918-7344

Owner:
 FRONT PORCH
 800 N. BRAND BLVD., 19TH
 FLOOR GLENDALE, CA 91203
 (626) 946-7400

Civil / Site:
 KIMBLEY HORN
 4627 CHARLOT DRIVE, SUITE 200
 PLEASANTON, CA 94588
 (925) 306-4440

Landscape:
 D. LAWRENCE DATES

Structure:
 RUFFY CONSULTING ENGINEERS
 45 FRIEMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-3034

Mechanical, Electrical & Plumbing:
 4ELBRAC
 150 CALIFORNIA ST., 5ND FLOOR
 SAN FRANCISCO, CA 94111
 (415) 298-7662

General Contractor:
 W.S. OWEN CONSTRUCTION
 4309 HACIENDA DE ELITE 530,
 PLEASANTON, CA 94509
 (925) 498-2990

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
AERIAL VIEW DIAGRAM

SCALE: 1" = 100'-0"

A000

PLANNING SUBMITTAL

MAY 31, 2024



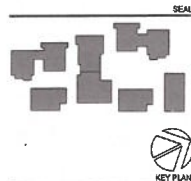
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 1" = 100'-0"



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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 2100
San Francisco, CA 94104
T: +1 415 774 7600

Approver:
KIMBERWOOD PACIFIC
36 SOUTHWOOD DRIVE
COSTA MESA, CA 92626
(415) 816-7144

Client:
PROJECT PIONEER
800 N. BEAN RD. BLD. 197H
FLOOR CLEVELAND, CA 94703
(925) 946-7400

Client / Site:
KIMBLEY-HORN
4837 CHASLOT DRIVE, SUITE 200
PLEASANTON, CA 94588
(925) 836-4840

Landscape:
D. LAWRENCE GATES

Structure:
KIPPY CONSULTING ENGINEERS
45 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 988-1201

Mechanical Electrical & Plumbing:
GLUMAC
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7547

General Contractor:
W.J. O'NEIL CONSTRUCTION
4226 HILLCREST DR SUITE 150,
PLEASANTON, CA 94588
(925) 466-2990

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

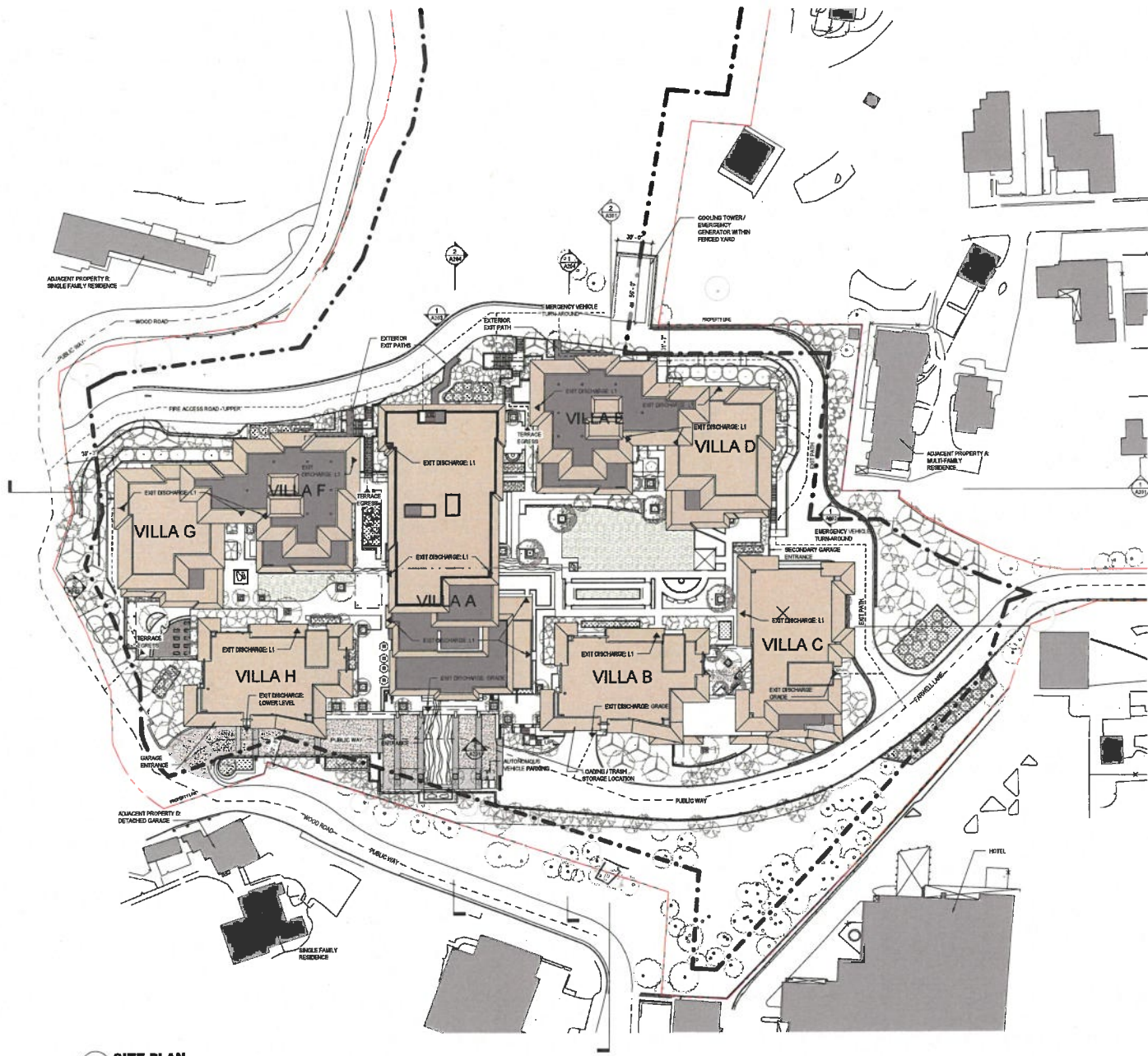
DRAWING TITLE:
OVERALL SITE PLAN

SCALE: 1" = 40'-0"

A001

PLANNING SUBMITTAL

MAY 31, 2024

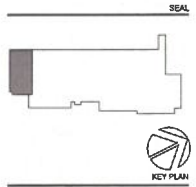


1 SITE PLAN
1" = 40'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 107 Montgomery St., Suite 2100
 San Francisco, CA 94104
 T: +1 415 698 7700

Applicant:
 ROCKWOOD PACIFIC
 20 SOUTHWOOD DRIVE
 OROVILA, CA 94955
 (415) 816-7944

Owner:
 FRONT PORCH
 800 H. BRAND BLVD., 18TH FLOOR
 CLERDALE, CA 91733
 (825) 855-7400

Client:
 KIMBLEY-HOBBS
 887 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 395-4842

Landscape:
 D. LAWRENCE GATES

Structural:
 1877 CONSULTING ENGINEERS
 45 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 995-1004

Mechanical, Electrical & Plumbing:
 BELMAD
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7667

General Contractor:
 H.E. SPINELL CONSTRUCTION
 4300 HACIENDA DR SUITE 530
 PLEASANTON, CA 94568
 (925) 466-2000

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

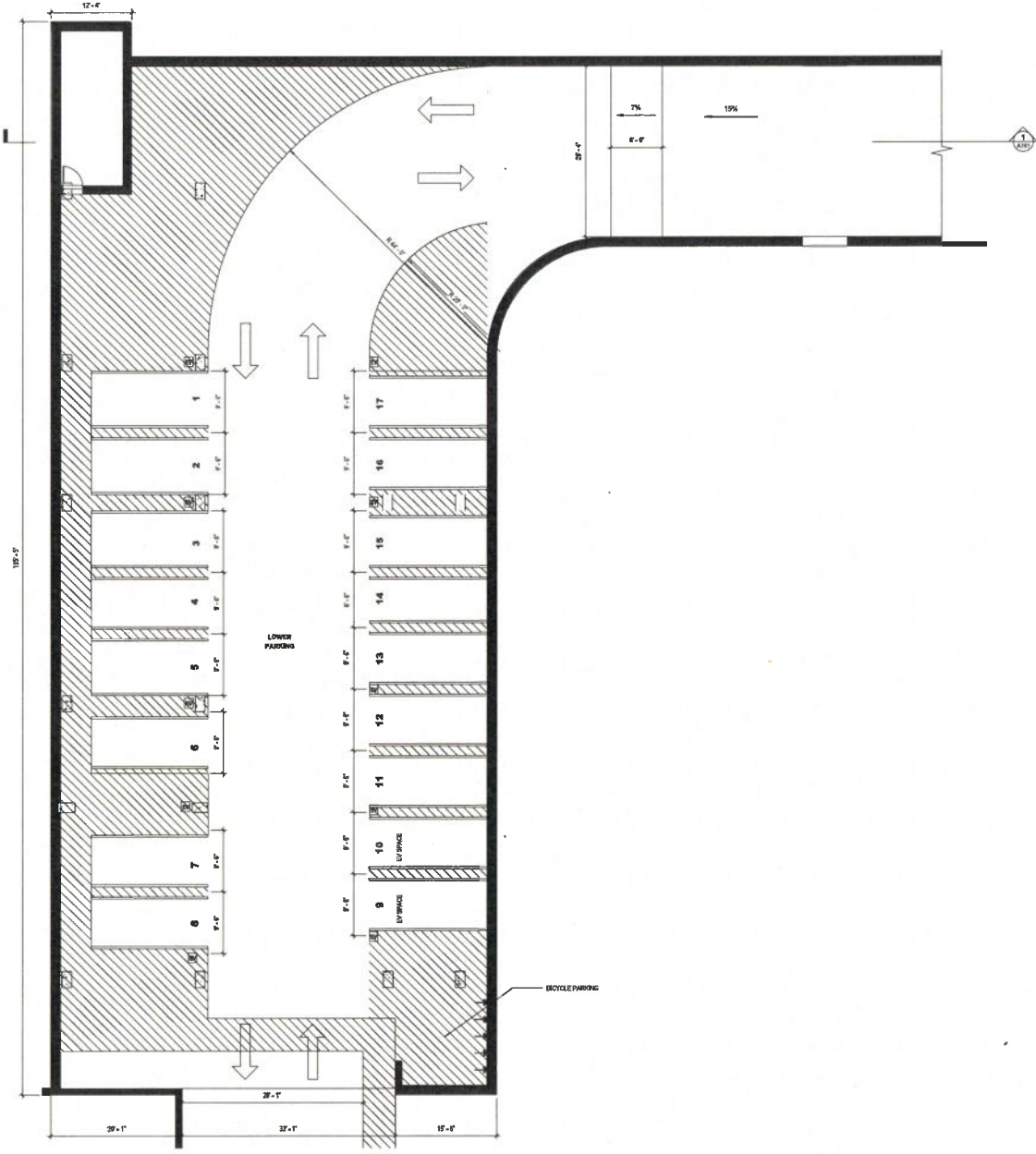
DRAWING TITLE:
 FLOOR PLAN - LOWER GARAGE LEVEL

SCALE: 1/8" = 1'-0"

A100

PLANNING SUBMITTAL

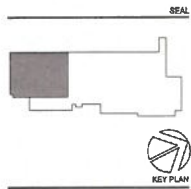
MAY 31, 2024



1 LOWER GARAGE LEVEL PLAN
 1/8" = 1'-0"

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 17 Montgomery Ct., Suite 200
 San Francisco, CA 94114
 Tel: 415 435 7200

Applicant:
REDWOOD PACIFIC
 28 SOUTHWOOD DRIVE
 OROVILLE, CA 95966
 (415) 876-7344

Owner:
FRESH FISH
 800 N. BRAND BLVD., 18TH
 FLOOR, OROVILLE, CA 95923
 (925) 956-7400

Architect:
MOSELEY-HORN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 398-4840

Landscape:
 Dr. LAWRENCE GAYLES

Structural:
ROFF CONSULTING ENGINEERS
 45 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 563-1024

Mechanical, Electrical & Plumbing:
RELISAS
 150 CALIFORNIA ST., 38D FLOOR
 SAN FRANCISCO, CA 94111
 (415) 395-7627

General Contractor:
WALZ, DWYER, CONSTRUCTION
 820 MARCENIA DR. SUITE 500
 PLEASANTON, CA 94588
 (925) 465-2800

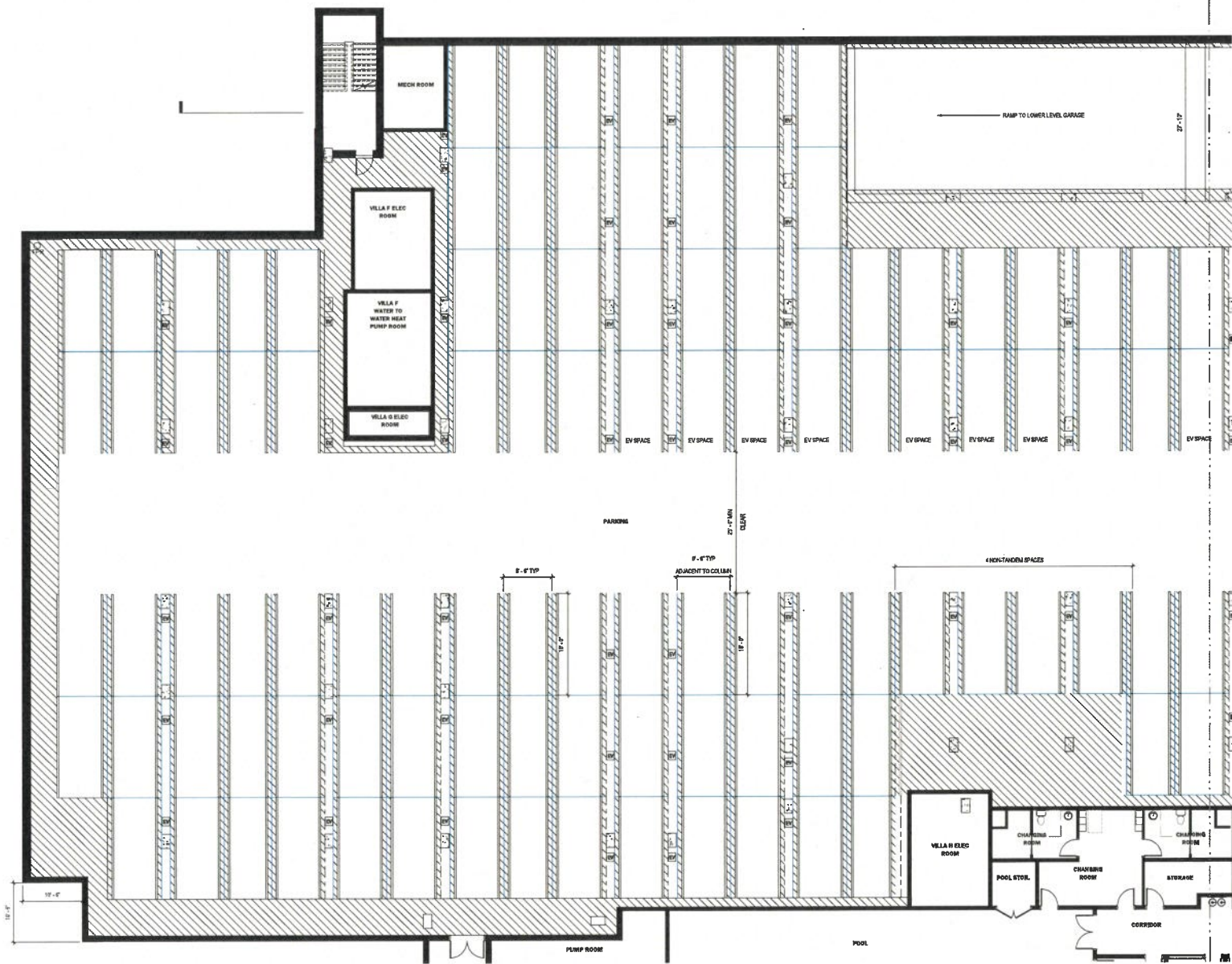
PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00
 DRAWING TITLE:
GROUND FLOOR PLAN - S GARAGE

SCALE: 1/8" = 1'-0"
A101A
 PLANNING SUBMITTAL

MAY 31, 2024

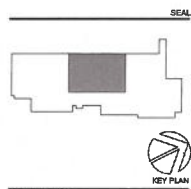


1 **GROUND FLOOR - SOUTH GARAGE PLAN**
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2200
 San Francisco, CA 94104
 T. 415 224 7900

Applicant:
 RIDGEWOOD PACIFIC
 36 SOUTHWOOD DRIVE
 ORINDA, CA 94553
 (415) 910-7544

Owner:
 FRONT PORCH
 800 W. BRAND BLVD., 10TH FLOOR
 OLENDALE, CA 91203
 (562) 354-7800

Arch / Eng:
 HOWLEY-HORN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 399-4840

Landscape:
 D.L. LAWRENCE GATES

Structural:
 RFFY CONSULTING ENGINEERS
 45 FREDMONT ST., 26TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 899-1004

Mechanical, Electrical & Plumbing:
 GILMARC
 100 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 393-7897

General Contractor:
 WILB O'NEIL CONSTRUCTION
 4399 HACIENDA DR SUITE 530
 PLEASANTON, CA 94506
 (925) 466-2990

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

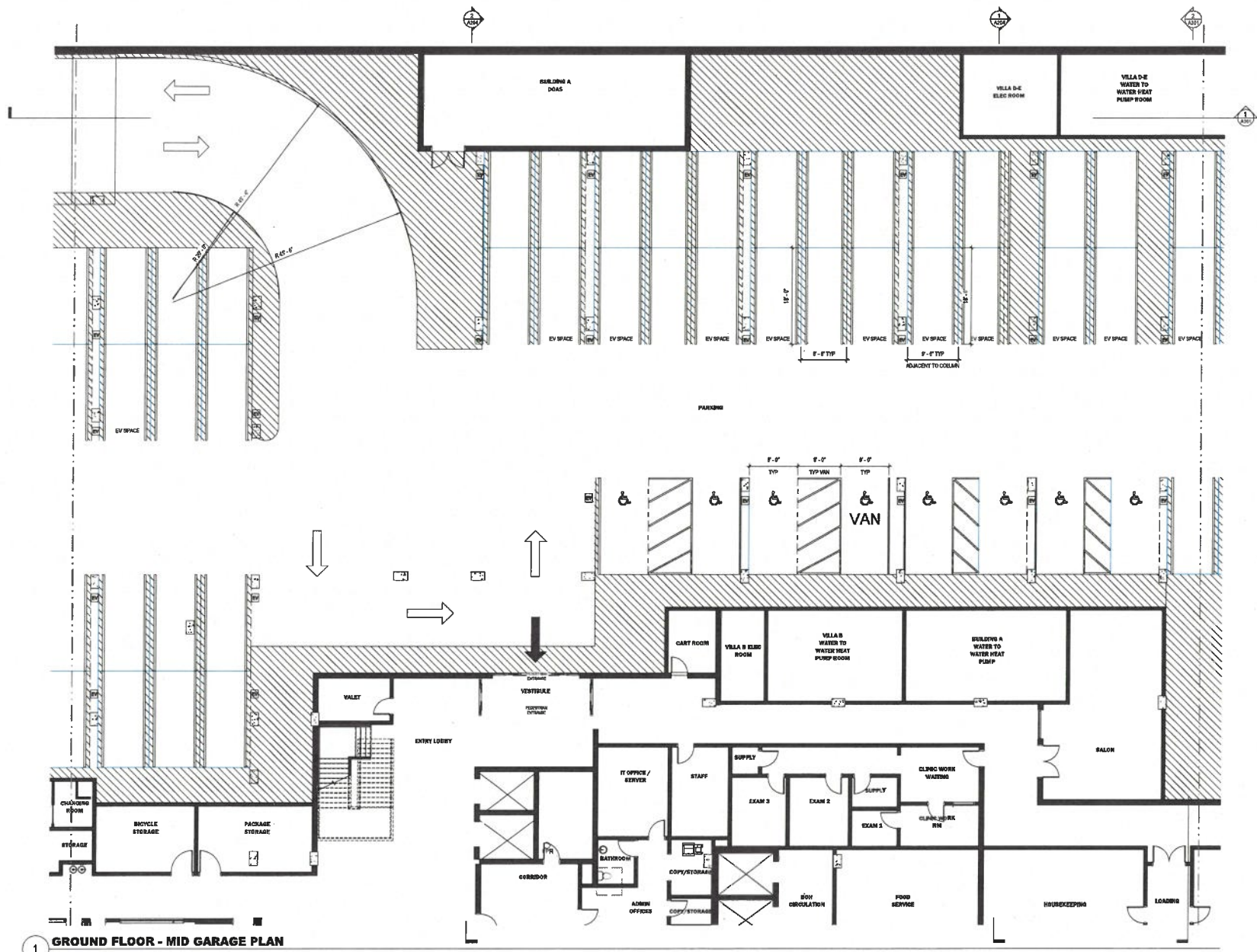
PROJECT No: 70581.00
DRAWING TITLE:
GROUND FLOOR PLAN - MID GARAGE

SCALE: 1/8" = 1'-0"

A101B

PLANNING SUBMITTAL

MAY 31, 2024

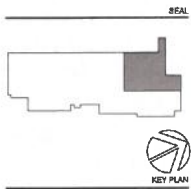


1 GROUND FLOOR - MID GARAGE PLAN
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 10 Montgomery St., Suite 200
 San Francisco, CA 94104
 Tel: 415 863 7900

Applicant:
 ROCKWOOD PACIFIC
 36 SOUTHWOOD DRIVE
 OROVILLE, CA 95955
 (415) 816-7944

Owner:
 FRONT PORCH
 600 H. BRAND BLVD., 19TH
 FLOOR, OAKLAND, CA 94612
 (925) 852-7000

CM / E-Proc:
 ROWLEY-HOBBS
 4837 CHARLOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 388-4840

Landscape:
 Dr. LAWRENCE GATES

Structural:
 HOFF CONSULTING ENGINEERS
 43 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 969-1004

Mechanical, Electrical & Plumbing:
 BLUMBERG
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7657

General Contractor:
 VUL, OTWIBEL, CONSTRUCTION
 4320 MACCENNA DR. SUITE 300,
 PLEASANTON, CA 94588
 (925) 456-2090

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

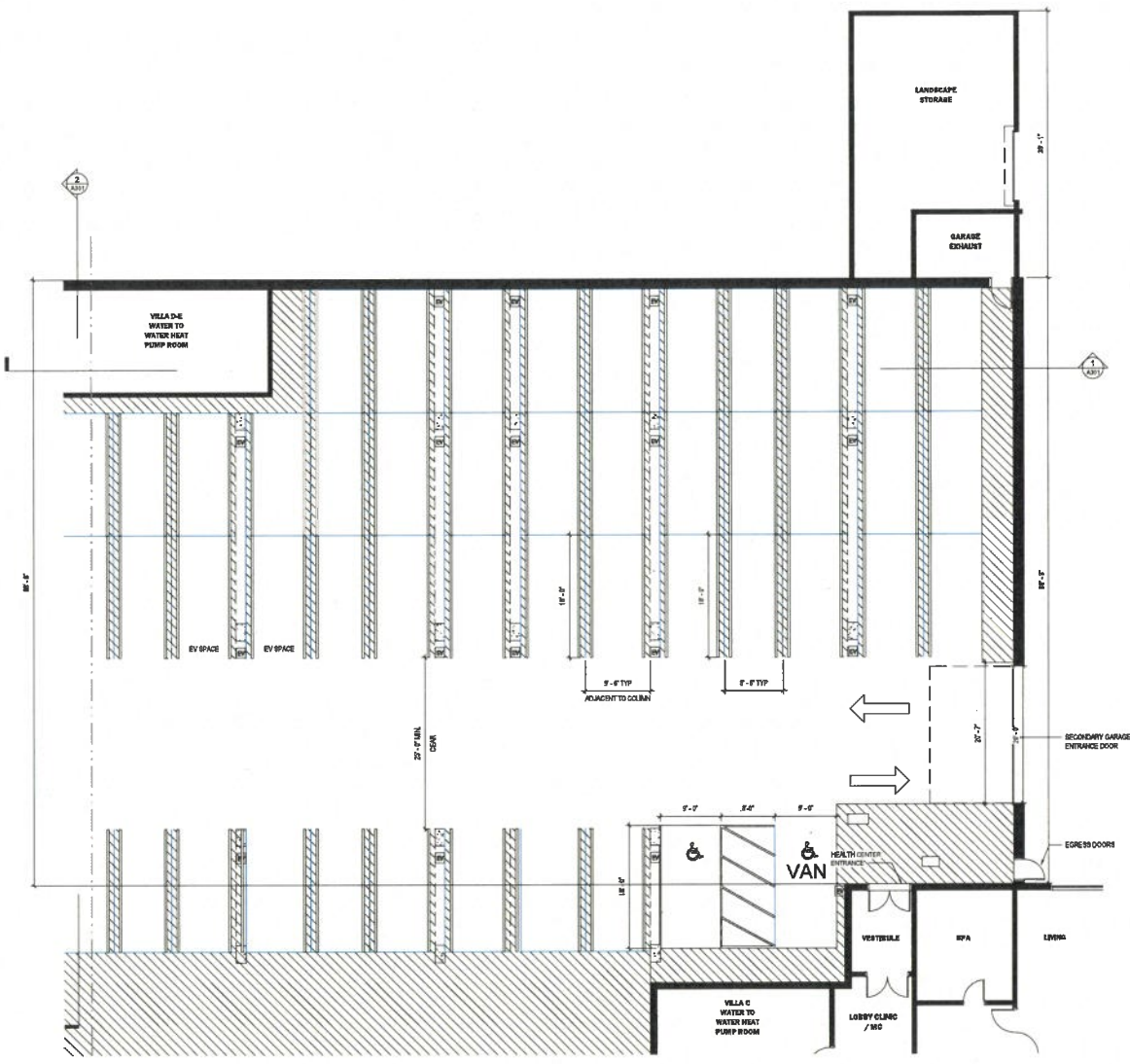
PROJECT No: 70581.00
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 GROUND FLOOR PLAN - N GARAGE

SCALE: 1/8" = 1'-0"

A101C

PLANNING SUBMITTAL

MAY 31, 2024

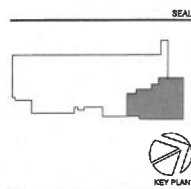


1 GROUND FLOOR PLAN - NORTH GARAGE
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2200
 San Francisco, CA 94104
 T. 415 224 7900

Applicant:
ROCKWOOD PACIFIC
 28 SOUTHWOOD DRIVE
 ORSOLA, CA 94553
 (415) 910-7341

Owner:
PROFIT PORCH
 800 AL BARNARD BLVD., 10TH FLOOR
 GLENDALE, CA 91203
 (951) 956-7400

Civil/Arch:
KNIBLEY ARCH
 4037 CHAMOT DRIVE, SUITE 300
 PLEASANTON, CA 94566
 (925) 398-4840

Landscape:
D. LAWRENCE GATES

Structural:
KPFY CONSULTING ENGINEERS
 48 FREMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 395-1004

Mechanical, Electrical & Plumbing:
BLUMBERG
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7667

General Contracting:
WALSH STEEL CONSTRUCTION
 4309 MACCORMICK DR. SUITE 530
 PLEASANTON, CA 94566
 (925) 466-2990

PROJECT TITLE:
LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

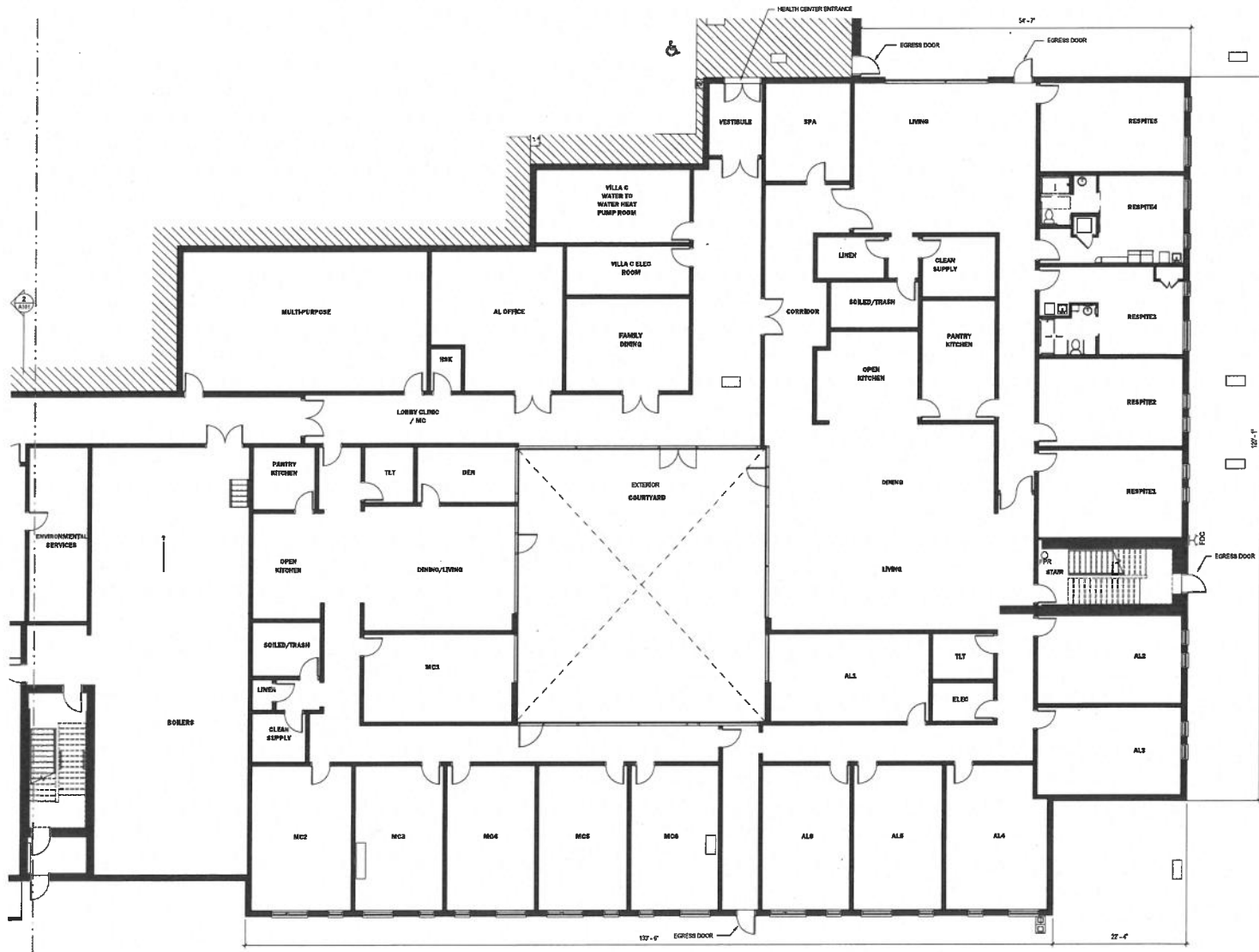
PROJECT No: 70561.00
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GROUND FLOOR PLAN - HEALTH CENTER

SCALE: 1/8" = 1'-0"

A101D

PLANNING SUBMITTAL

MAY 31, 2024

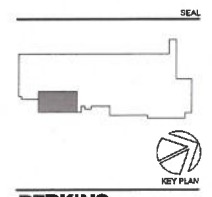


1 GROUND FLOOR - HEALTH CENTER PLAN
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



**PERKINS
EASTMAN**
100 Montgomery St., Suite 2100
San Francisco, CA 94104
T. +1 415 922 7900

Applicant:
ROCKWOOD PACIFIC
26 SOUTHWOOD DRIVE
CORSICA, CA 94553
(415) 815-7344

Owner:
FRENCH FORCH
500 N. GRAND BLVD., 10TH FLOOR
CLEVELAND, CA 91203
(925) 956-7400

Chief of File:
KIMBLEY-HOORN
4857 GARRET DRIVE, SUITE 200
PLEASANTON, CA 94553
(925) 388-4840

Landscape:
B. LAWRENCE GATES

Structural:
KOPFF CONSULTING ENGINEERS
45 FREMONT ST., 20TH FLOOR
SAN FRANCISCO, CA 94105
(415) 898-1004

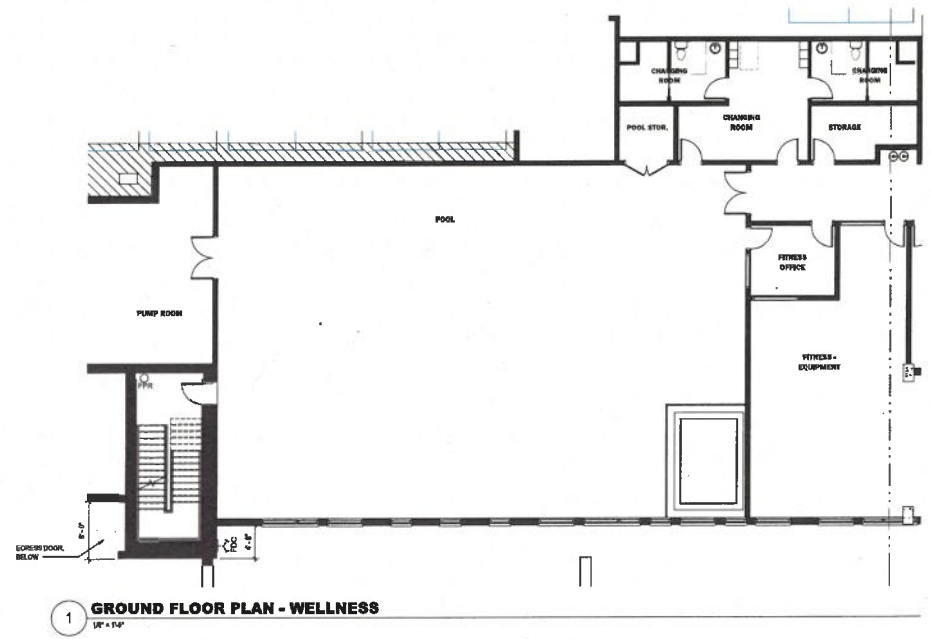
Mechanical, Electrical & Plumbing:
ELEM-MAC
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 385-7887

General Contractor:
WAL. SPERRY CONSTRUCTION
4309 HACIENDA DR SUITE 530,
PLEASANTON, CA 94553
(925) 468-2990

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
GROUND FLOOR PLAN - WELLNESS

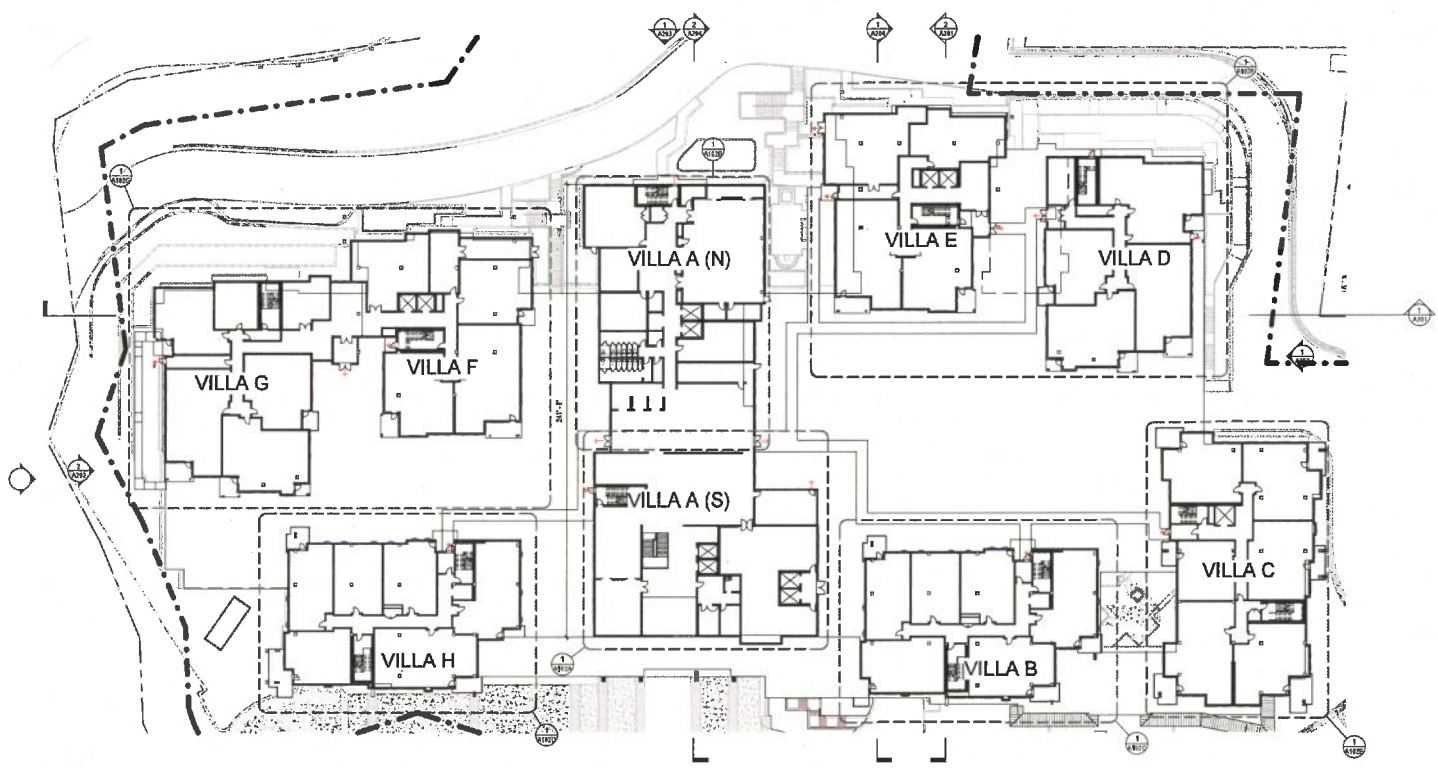
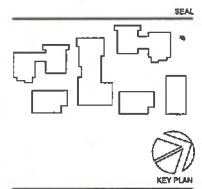
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PLANNING SUBMITTAL
MAY 31, 2024



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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



1 1ST FLOOR PLAN - OVERALL
1"=30'-0"

PERKINS EASTMAN
100 MARKET ST., SUITE 200
SAN FRANCISCO, CA 94104
T: 415 774 2900

Architect:
ROCKWOOD PACIFIC
26 SOUTHWOOD DRIVE
COSTA MESA, CA 92626
(415) 818-7344

Owner:
FRONCOY FOREM
800 N. ERAND BLVD., 19TH
FLOOR OAKLAND, CA 94612
(510) 955-7400

Chief of Site:
KIMBLEY-WORTH
4537 CHARLOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 368-4840

Landscape:
DL LAWRENCE GATES

Structural:
RUFFY CONSULTING ENGINEERS
48 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 985-1001

Mechanical, Electrical & Plumbing:
SILBERG
155 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 383-7907

General Contractor:
WAL O'NEIL CONSTRUCTION
4205 HANCOCK DR. SUITE 200
PLEASANTON, CA 94588
(925) 465-2200

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
1ST FLOOR PLAN - OVERALL

SCALE: 1" = 30'-0"

A102

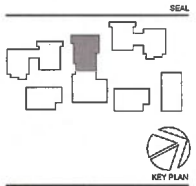
PLANNING SUBMITTAL

MAY 31, 2024

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 15 Montgomery Ct., Suite 200
 San Francisco, CA 94104
 T: +1 415 856 7900

Applicant:
 ROCKWOOD PACIFIC
 36 SOUTHWOOD DRIVE
 COTUIDA, CA 94502
 (415) 816-7944

Owner:
 PROPERTY FORUM
 800 F. BRAND BLVD., 18TH
 FLOOR, CAESARS PALMS, CA 91208
 (323) 956-7400

CM / S/R:
 KIMBLEY-HORN
 4537 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 368-4840

Landscape:
 D. LAWRENCE GAYLES

Structural:
 RUFFY CONSULTING ENGINEERS
 45 FREMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 863-1004

Mechanical, Electrical & Plumbing:
 HELMERS
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7887

General Contractor:
 W.L. OWENS CONSTRUCTION
 4200 HANCOCK DR. SUITE 300
 PLEASANTON, CA 94588
 (925) 466-2290

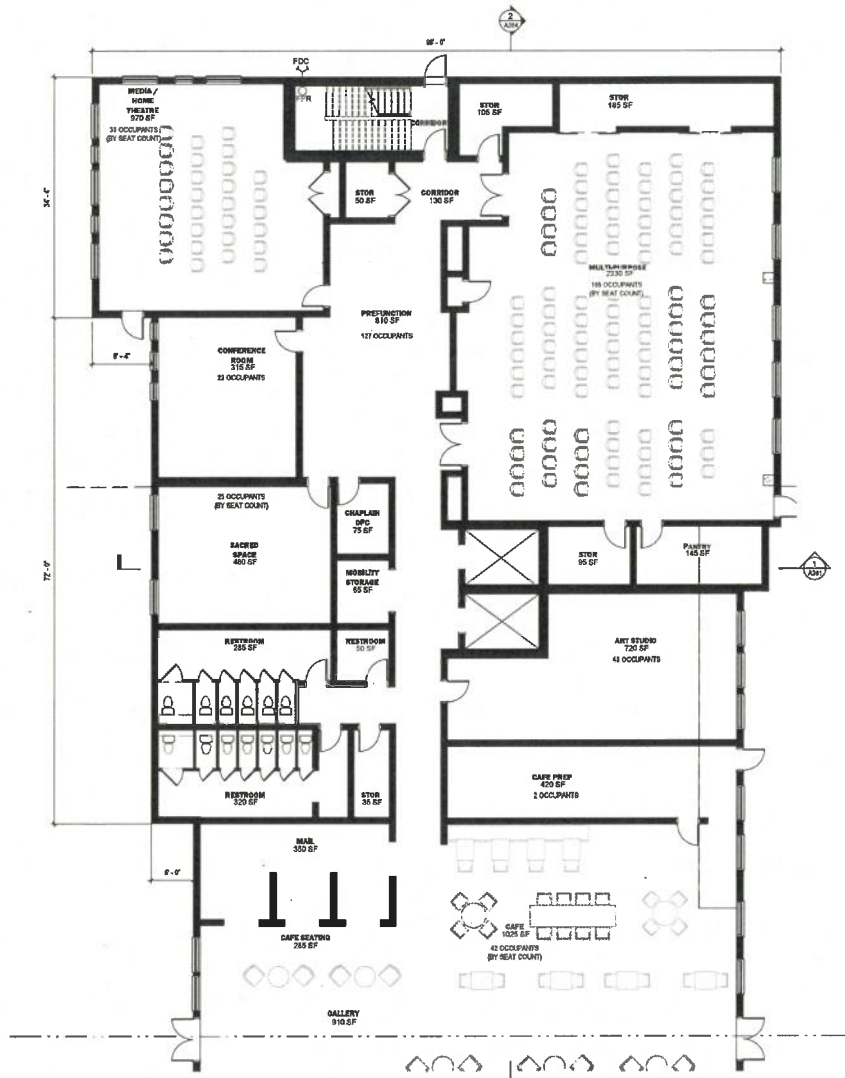
PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
1ST FLOOR PLAN - VILLA A N

SCALE: 1/8" = 1'-0"
A102B
 PLANNING SUBMITTAL

MAY 31, 2024

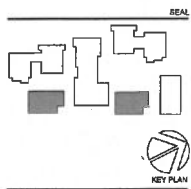


1 1ST FLOOR PLAN - VILLA A NORTH
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 101 Montgomery St., Suite 2200
 San Francisco, CA 94104
 T: +1 415 929 7900

Applicant:
 ROCKWOOD PACIFIC
 26 SOUTHAVOOD DRIVE
 ORINDA, CA 94553
 (415) 915-7341

Owner:
 FRONT PORCH
 800 N. BRAND BLVD., 10TH FLOOR
 GLENDALE, CA 91203
 (626) 955-7600

Chief Eng.:
 KIMBLEY-HORN
 4557 CHASBOT DRIVE, SUITE 300
 PLEASANTON, CA 94558
 (925) 396-4840

Landscape:
 D. LAWRENCE GATES

Structural:
 KOFFY CONSULTING ENGINEERS
 48 FREIGHT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 849-1004

Mechanical, Electrical & Plumbing:
 SILMARAC
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 393-7957

General Contractor:
 W.E. O'NEIL CONSTRUCTION
 4209 HACRENDIA DR SUITE 830,
 PLEASANTON, CA 94558
 (925) 465-2990

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
 1ST FLOOR PLAN - VILLA B

SCALE: 1/8" = 1'-0"

A102C

PLANNING SUBMITTAL

MAY 31, 2024

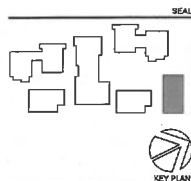


1 1ST FLOOR PLAN - VILLA B
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2500
 San Francisco, CA 94104
 T: +1 415 778 7900

Applicant:
 REDWOOD PACIFIC
 28 SOUTHWOOD DRIVE
 ORLANDO, CA 94553
 (415) 916-7344

Owner:
 FRONTIER FORM
 800 N. BRAND BLVD., 19TH
 FLOOR OAKDALE, CA 91203
 (925) 955-7300

Chief Site:
 KIMBLEY-NORM
 4857 CHANOT DRIVE SUITE 300
 PLEASANTON, CA 94588
 (925) 358-4540

Landscape:
 D. LAWRENCE GAYES

Structural:
 HOFF CONSULTING ENGINEERS
 45 FREIGHT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 399-1000

Mechanical, Electrical & Plumbing:
 OLIVIAAC
 180 CALIFORNIA ST. 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7657

General Contractor:
 WIL, OWSE, CONSTRUCTION
 4300 HACIENDA DR SUITE 500,
 PLEASANTON, CA 94508
 (925) 466-2950

PROJECT TITLE:
 LOS GATOS
 MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70561.00

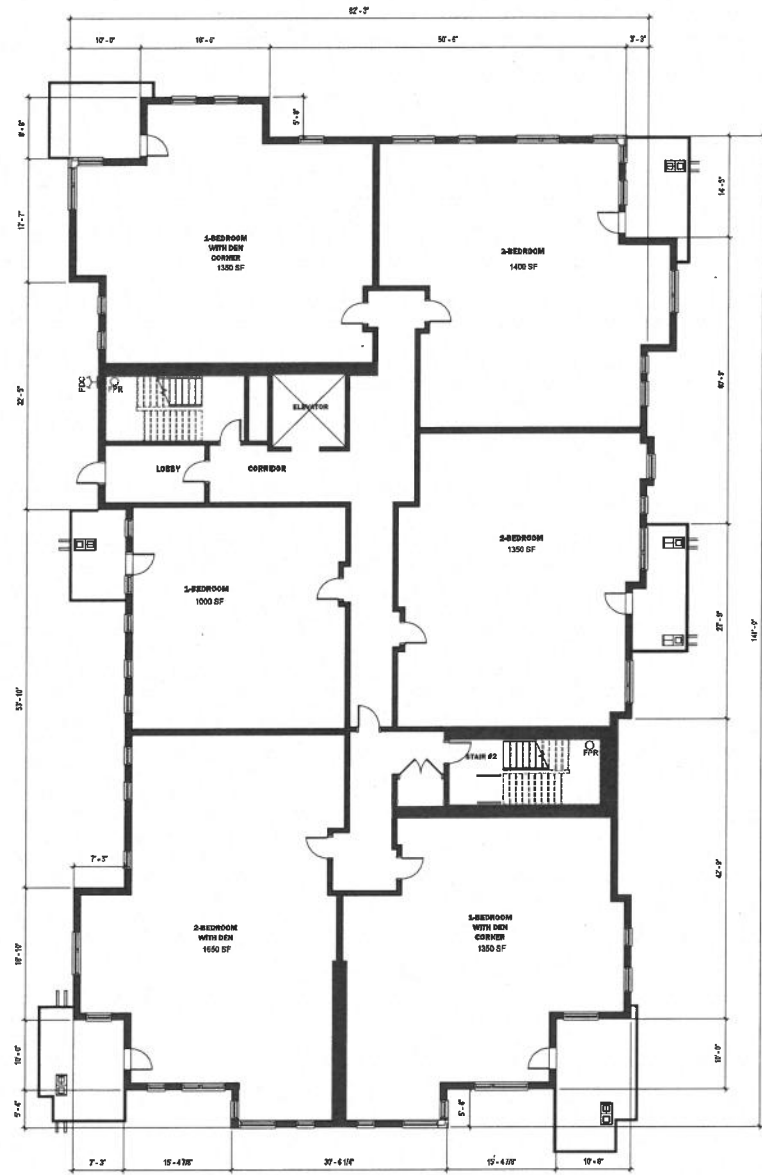
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 VILLA C

SCALE: 1/8" = 1'-0"

A102E

PLANNING SUBMITTAL

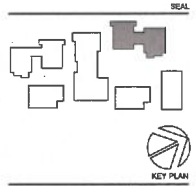
MAY 31, 2024



1 1ST FLOOR PLAN - VILLA C
 1/8" = 1'-0"

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
110 Montgomery St., Suite 500
San Francisco, CA 94104
Tel: 415 774 7900

Architect:
ROCKWOOD PACIFIC
26 SOUTHWOOD DRIVE
ORINDA, CA 94503
(415) 916-7944
Owner:
FRENCH FORCH
800 N. ERAND BLVD, 18TH
FLOOR, GLENDALE, CA 91203
(952) 956-7400
CM / SDR:
NOBLETY-JOBIM
4827 CHARBLOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-6640
Landscape:
D. LAWRENCE GATES

Structural:
KIPP ENGINEERING ENGINEERS
45 FREMONT ST, 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 863-1024
Mechanical, Electrical & Plumbing:
RELIANCE
150 CALIFORNIA ST, 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7887
General Contractor:
WAL O'NEILL CONSTRUCTION
6205 HAZENBORN DR, SUITE 500
PLEASANTON, CA 94588
(925) 466-2090

PROJECT TITLE:
LOS GATOS
MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

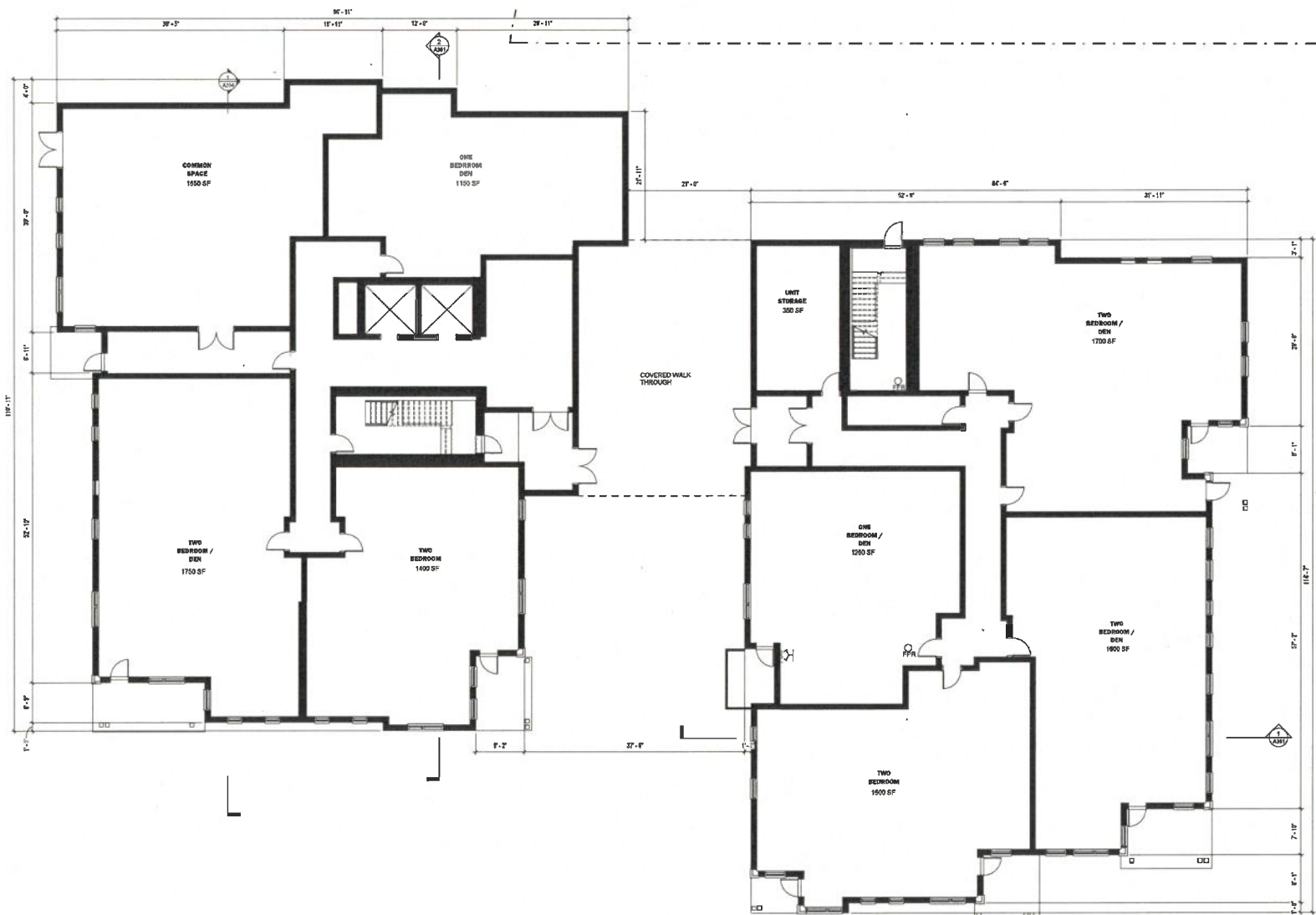
PROJECT No: 70581.00
DRAWING TITLE:
1ST FLOOR PLAN -
VILLA D & E

SCALE: 1/8" = 1'-0"

A102F

PLANNING SUBMITTAL

MAY 31, 2024



1 1ST FLOOR PLAN - VILLA D & E
1/8" = 1'-0"

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5/31/2024 11:18:47 AM

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 300
San Francisco, CA 94104
T: 415 435 7900

Architect:
ROCKWOOD PACIFIC
28 SOUTHWOOD DRIVE
ORINDA, CA 94503
(415) 819-7344

Owner:
BROOKLYN BORSON
800 N. BRAND BLVD., 19TH
FLOOR GLENDALE, CA 91203
(925) 855-7400

Chief of Site:
KIMBLEY-HOBBS
4837 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-4840

Landscape:
D. LAWRENCE GATES

Structural:
BPPF CONSULTING ENGINEERS
45 FREEMONT ST., 20TH FLOOR
SAN FRANCISCO, CA 94105
(415) 398-1008

Mechanical, Electrical & Plumbing:
SILVERADO
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7887

General Contractor:
WAL. O'NEILL CONSTRUCTION
4205 MACCORMA DR. SUITE 500
PLEASANTON, CA 94586
(925) 466-2000

PROJECT TITLE:
LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

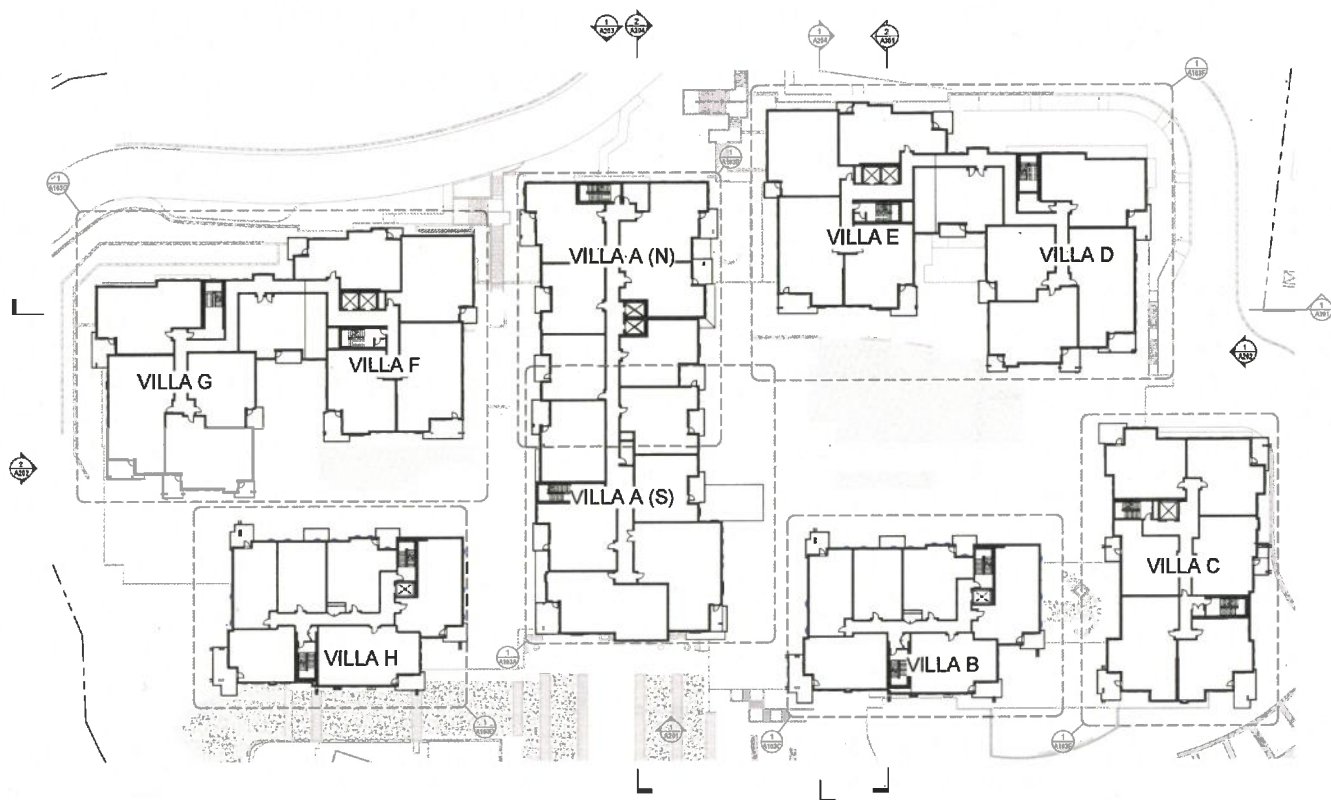
DRAWING TITLE:
2ND & 3RD FLOOR
PLAN - OVERALL

SCALE: 1" = 30'-0"

A103

PLANNING SUBMITTAL

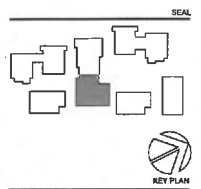
MAY 31, 2024



1 2ND & 3RD FLOOR PLAN - OVERALL
1" = 30'-0"

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2200
 San Francisco, CA 94104
 T. +1 415 828 7900

Architect:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORINDA, CA 94553
 (415) 916-7941

Contractor:
 PRINCEY PORCH
 800 W. GRAND BLVD., 18TH
 FLOOR GLENDALE, CA 91203
 (626) 895-7400

Civil Engineer:
 KIMLEY-HORN
 4557 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 398-4840

Landscape:
 W. LAWRENCE GATES

Structural:
 KPFF CONSULTING ENGINEERS
 45 FILLMORE ST., 28TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 988-0504

Mechanical, Electrical & Plumbing:
 SLM&E
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 385-7667

General Contractor:
 W&J STEEL CONSTRUCTION
 4309 HACIENDA DR SUITE 530
 PLEASANTON, CA 94508
 (925) 466-2900

PROJECT TITLE:

LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

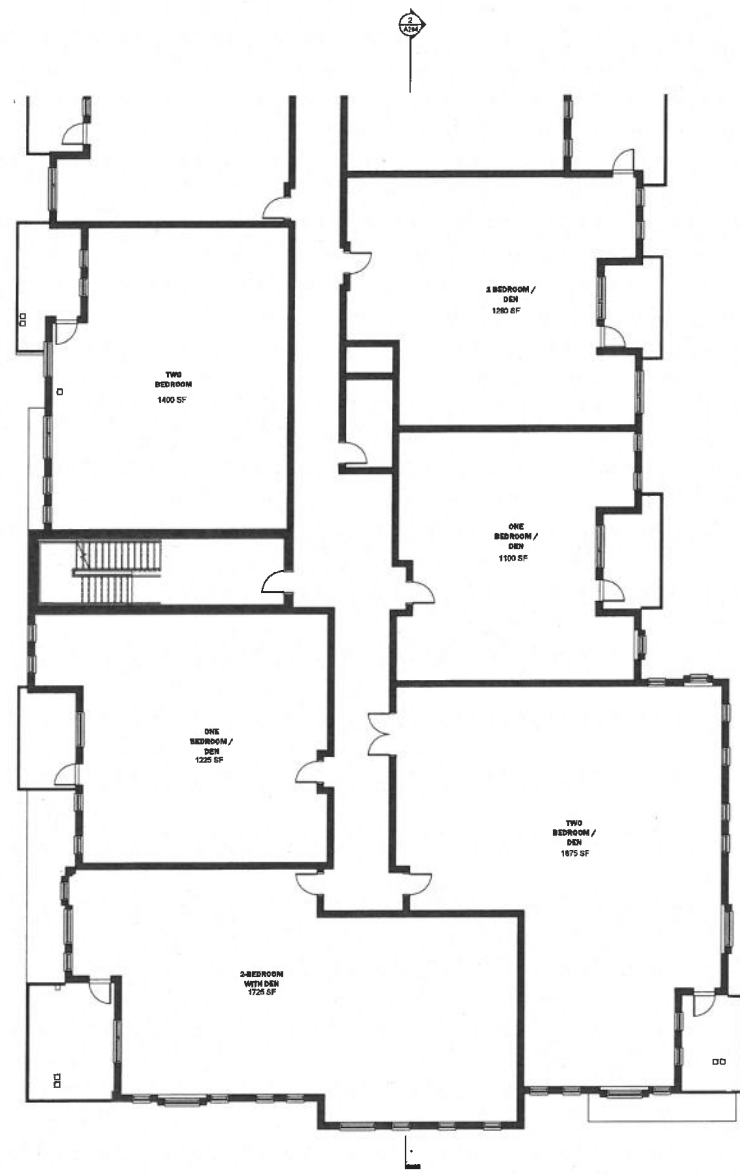
DRAWING TITLE:
TYPICAL FLOOR PLAN - VILLA A S

SCALE: 1/8" = 1'-0"

A103A

PLANNING SUBMITTAL

MAY 31, 2024



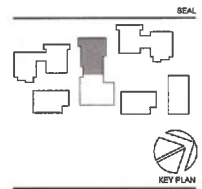
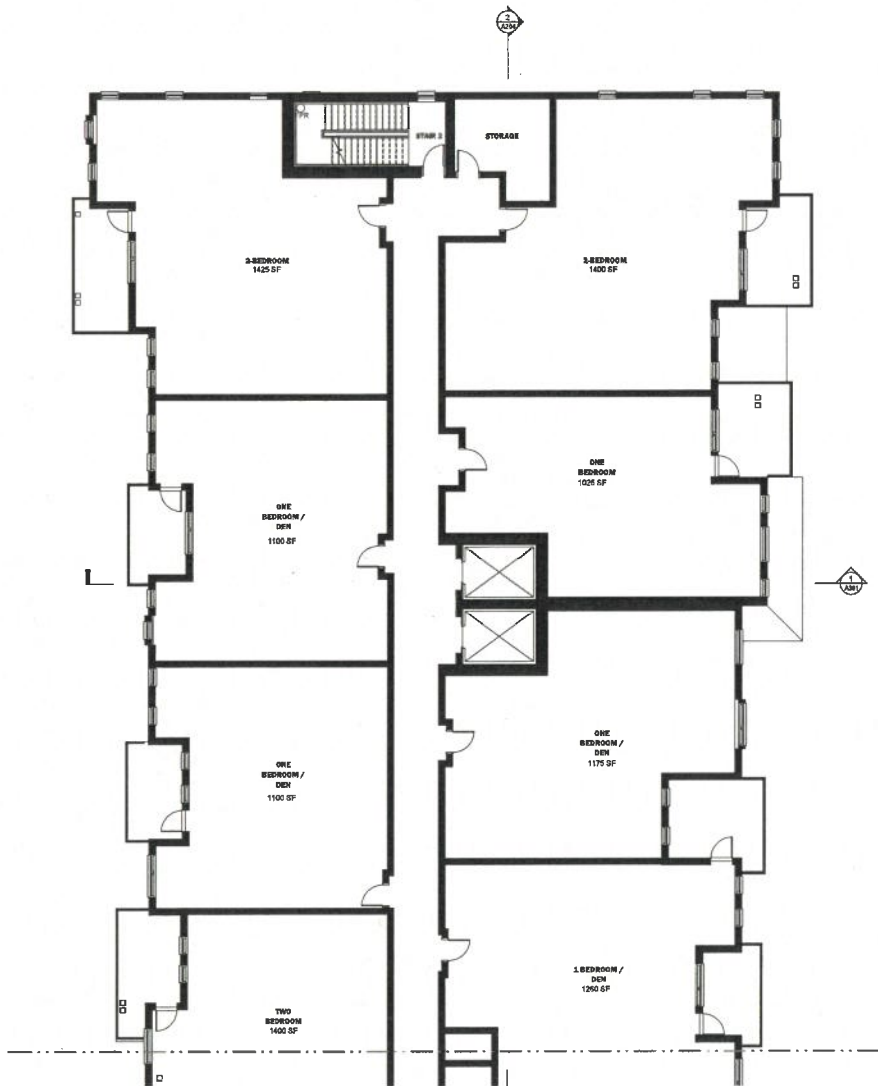
1 TYPICAL FLOOR PLAN - VILLA A SOUTH
 TYPICAL FLOORS 2-4

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ITEM NO. 4.

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 150 BROADWAY ST., SUITE 200
 SAN FRANCISCO, CA 94104
 T: 415 774 2900

Applicant:
ROCKWOOD PACIFIC
 28 SOUTHWOOD DRIVE
 OROVIA, CA 94953
 (415) 818-7944

Owner:
FRONT PORCH
 800 N. BRAND BLVD., 19TH
 FLOOR GLENDALE, CA 91203
 (925) 852-7400

Architect:
PERKINS EASTMAN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94589
 (925) 398-4840

Landscape:
 G. LAWRENCE GATNER

Structural:
SPFF CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 993-1004

Mechanical, Electrical & Plumbing:
BERNARD
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7657

General Contractor:
WILL O'NEILL CONSTRUCTION
 4370 MACCENNA DR. SUITE 530
 PLEASANTON, CA 94588
 (925) 466-2200

PROJECT TITLE:
LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70591.00
 DRAWING TITLE:
TYPICAL FLOOR PLAN - VILLA A N

SCALE: 1/8" = 1'-0"

A103B

PLANNING SUBMITTAL

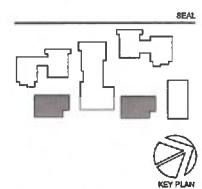
MAY 31, 2024

1 TYPICAL FLOOR PLAN - VILLA A NORTH
 1/8" = 1'-0" TYPICAL FLOORS 2-5

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 110 Montgomery St., Suite 2000
 San Francisco, CA 94104
 T: +1 415 774 7900

Applicant:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 OROVILLE, CA 95963
 (415) 876-7344

Owner:
 FREDRICK FORESH
 800 N. BEARD BLVD., 18TH
 FLOOR GLENDALE, CA 91203
 (925) 955-7100

CM / Site:
 KIMBLEY-HARRIS
 4571 CHERRY DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 398-8440

Landscape:
 D. LAWRENCE GATES

Structural:
 RPPF CONSULTING ENGINEERS
 45 FREDRICK ST., 20TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-1004

Mechanical, Electrical & Plumbing:
 GILFILLAN
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7857

General Contractor:
 W.E. O'NEIL CONSTRUCTION
 4208 MAGNEDA DR SUITE 600,
 PLEASANTON, CA 94588
 (925) 465-2990

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

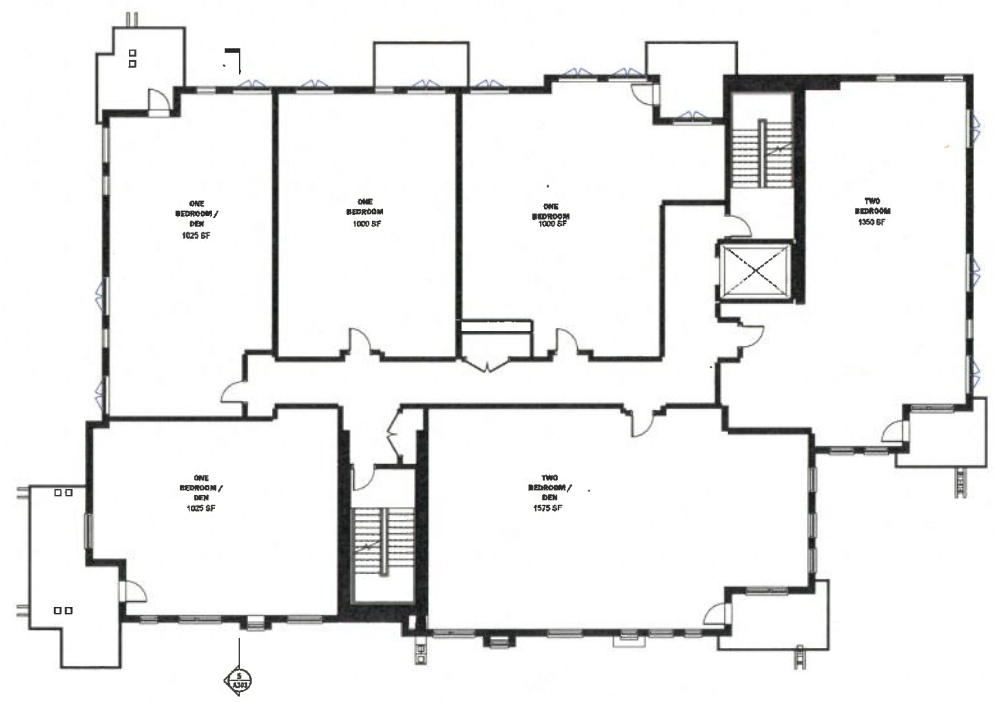
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TYPICAL FLOOR PLAN - VILLA H

SCALE: 1/8" = 1'-0"

A103D

PLANNING SUBMITTAL

MAY 31, 2024

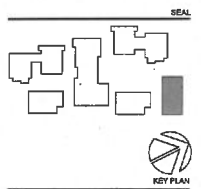


1 TYPICAL FLOOR PLAN - VILLA B (VILLA H SIM)
 W*P*

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 151 Montgomery St., Suite 1200
 San Francisco, CA 94104
 T. 415 774 7600

Applicant:
 ROCKWOOD PACIFIC
 28 SOUTHWOOD DRIVE
 ORLANDO, CA 94853
 (415) 510-7944

Owner:
 FRONT PORCH
 300 N. GRAND BLVD., 15TH FLOOR
 GLENDALE, CA 91201
 (626) 955-7400

CM/CA:
 KOBLEY-HEWITT
 453 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 399-4840

Landscape:
 D. LAWRENCE GATES

Structure:
 KOPPY CONSULTING ENGINEERS
 40 FREEMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 395-1004

Mechanical, Electrical & Plumbing:
 BLUMAC
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7967

General Contractor:
 W.B. SPYEL CONSTRUCTION
 4309 HACIENDA DR SUITE 500
 PLEASANTON, CA 94588
 (925) 468-2990

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

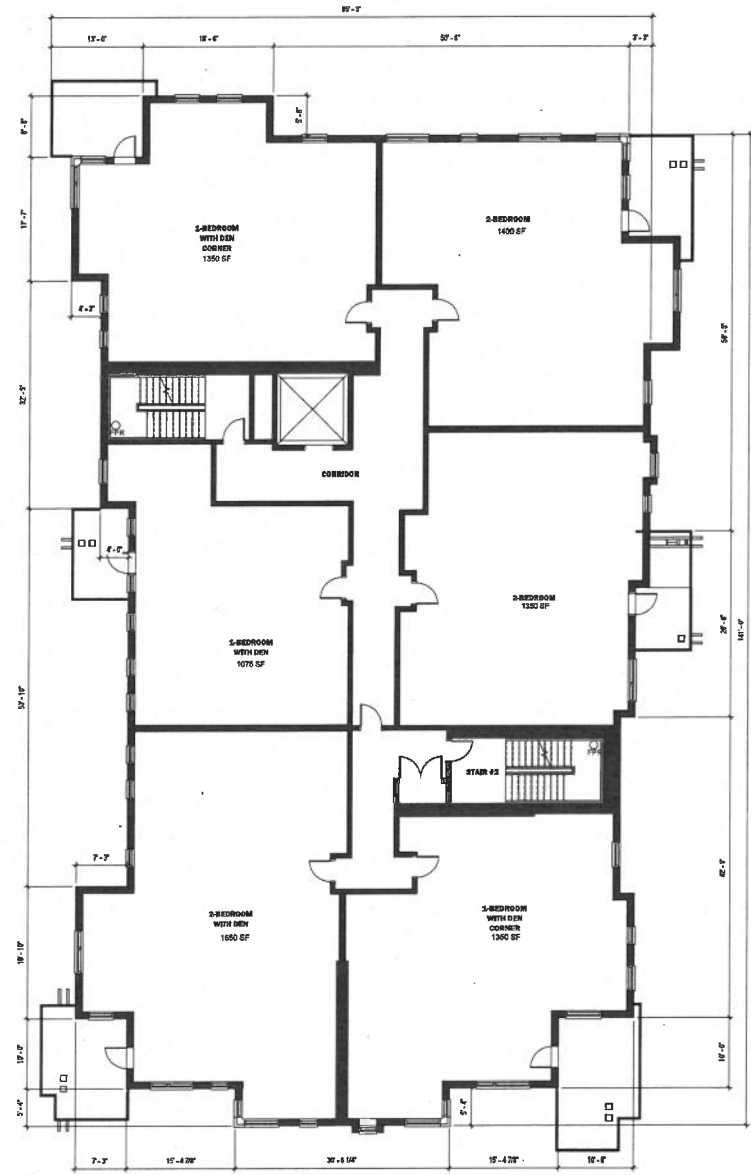
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SCALE: 1/8" = 1'-0"

A103E

PLANNING SUBMITTAL

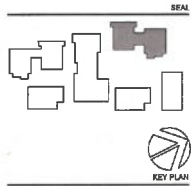
MAY 31, 2024



1 TYPICAL FLOOR PLAN - VILLA C
 1/8" = 1'-0" TYPICAL FLOORS 2-4

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2000
 San Francisco, CA 94104
 T: +1 415 774 7900

ARCHITECT:
 ROCKWOOD PACIFIC
 24 SOUTH WOOD DRIVE
 COBLEN, CA 94508
 (415) 816-7544

OWNER:
 FREIGHT PORCH
 400 H. BRAND BLVD. 18TH
 FLOOR, OAKDALE, CA 94223
 (925) 952-7400

CHIEF / SITE:
 KIMBLEY-HOBBS
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 296-4840

LANDSCAPE:
 D. LAWRENCE GATES

STRUCTURE:
 RUFFY CONSULTING ENGINEERS
 45 FREEMONT ST. 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-1008

Mechanical, Electrical & Plumbing:
 BELTRAND
 150 CALIFORNIA ST. 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7467

General Contractor:
 PUL. OTNIEL CONSTRUCTION
 4308 HACIENDA DR. SUITE 500
 PLEASANTON, CA 94508
 (925) 455-2090

PROJECT TITLE:

LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

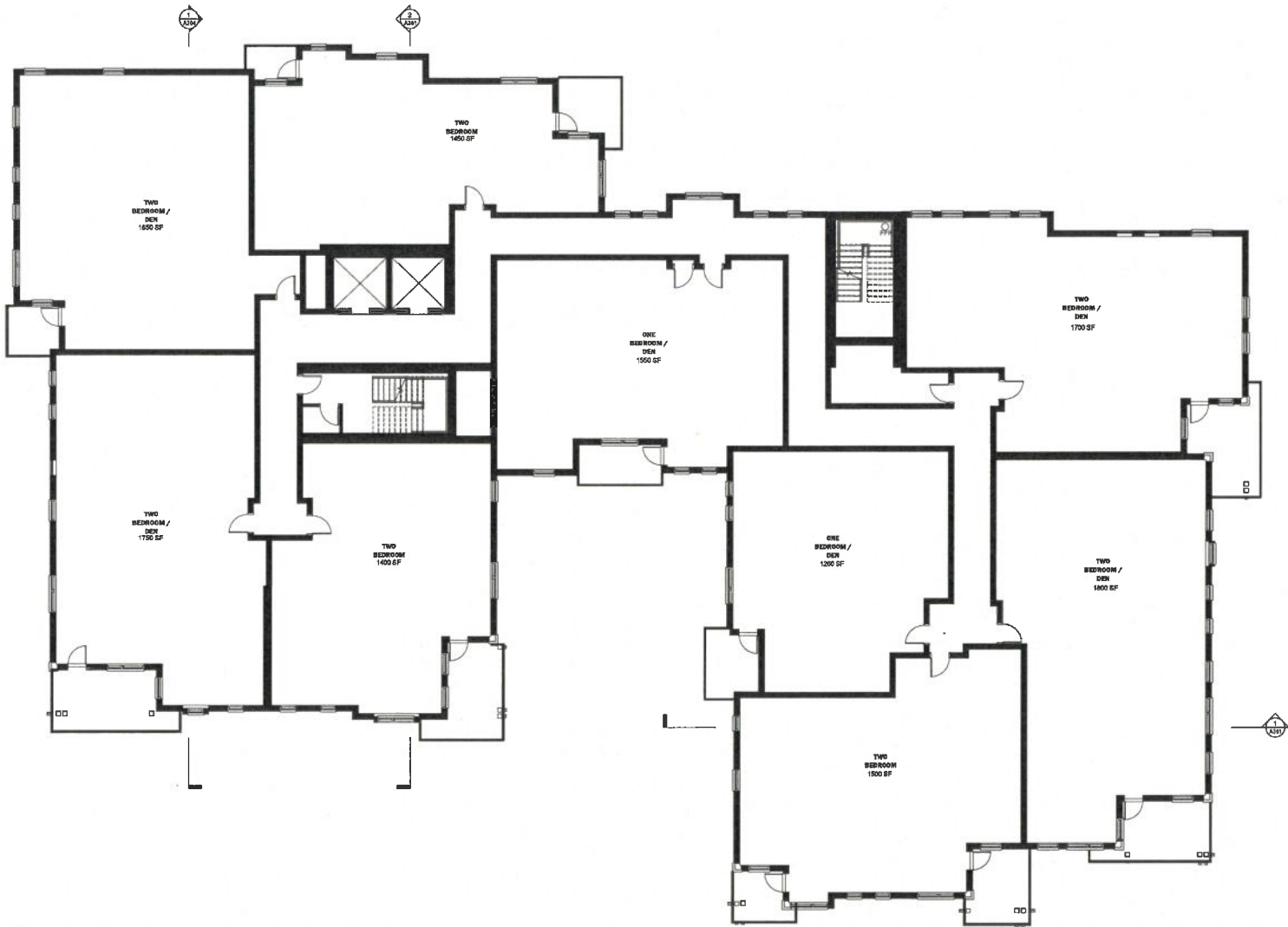
DRAWING TITLE:
TYPICAL FLOOR PLAN - VILLA D & E

SCALE: 1/8" = 1'-0"

A103F

PLANNING SUBMITTAL

MAY 31, 2024



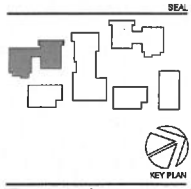
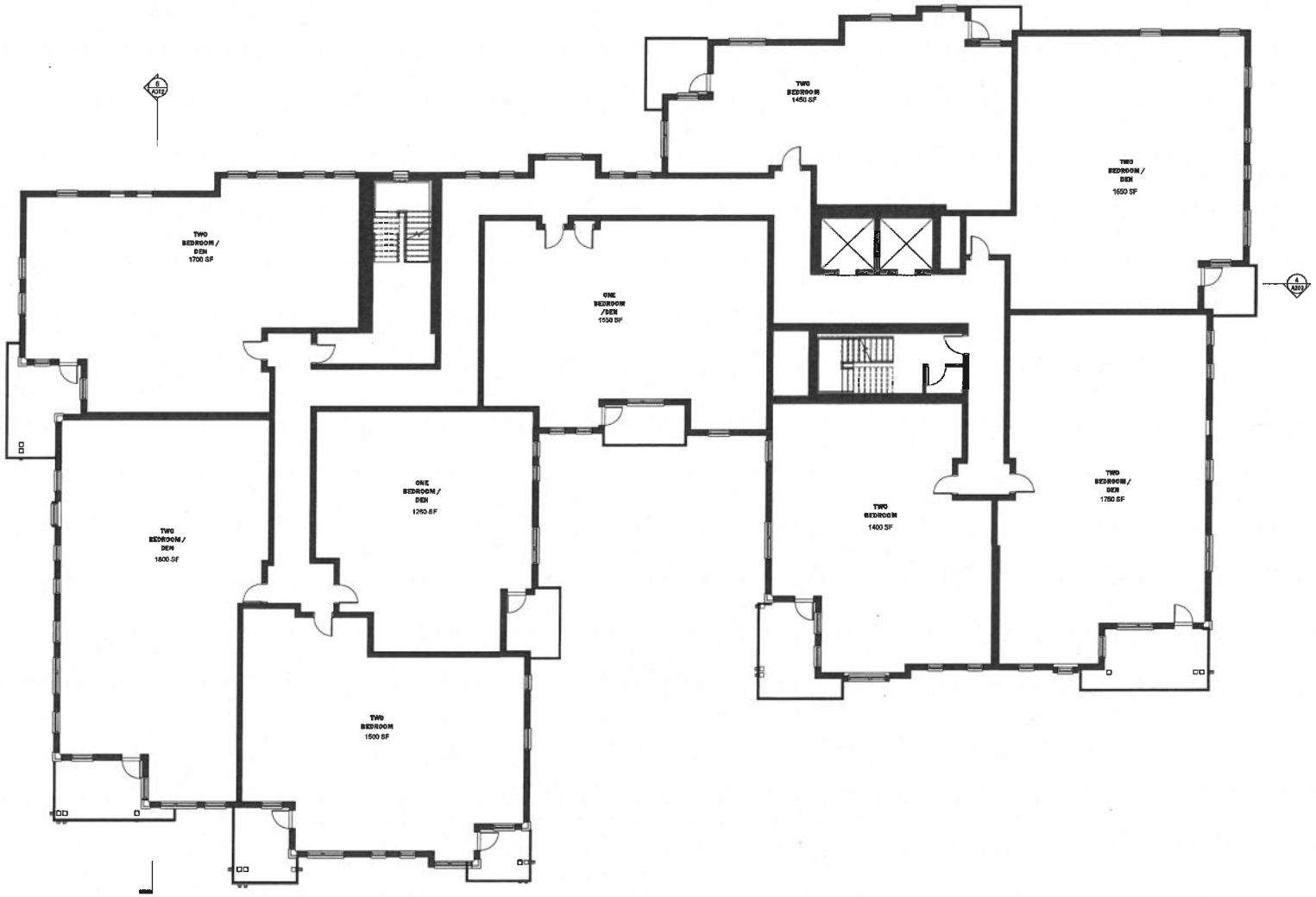
1 TYPICAL FLOOR PLAN - VILLA D & E
 1/8" = 1'-0"

TYPICAL FLOORS 2-3

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2100
 San Francisco, CA 94104
 T: +1 415 774 2900

Applicant:
RIDGEWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORLANDO, CA 94552
 (415) 816-7544
 Owner:
FRONT PORCH
 800 N. ENGLAND BLVD., 10TH
 FLOOR, OAKLAND, CA 94612
 (925) 956-7400
 Civil Engineer:
KOBELBY-HORN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94553
 (925) 336-4840
 Landowner:
D. LAWRENCE GATES

Structural:
KIPP CONSULTING ENGINEERS
 45 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 869-1004
 Mechanical, Electrical & Plumbing:
SLP&BC
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 336-7887
 General Contractor:
W.S. OYERL CONSTRUCTION
 4309 MAGENTA DR SUITE 500,
 PLEASANTON, CA 94553
 (925) 455-2800

PROJECT TITLE:
LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No.: 70581.00
 DRAWING TITLE:
TYPICAL FLOOR PLAN - VILLA F & G

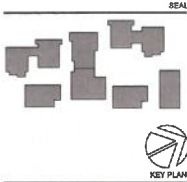
SCALE: 1/8" = 1'-0"
A103G
 PLANNING SUBMITTAL
 MAY 31, 2024

1 **TYPICAL FLOOR PLAN - VILLA F & G**
 1/8" = 1'-0" TYPICAL FLOORS 2-3

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
150 CALIFORNIA ST., SUITE 200
SAN FRANCISCO, CA 94111
T: +1 415 774 2900

Appoint: **ROCKWOOD PACIFIC**
38 SOUTHWOOD DRIVE
CROCKFORD, CA 94508
(415) 916-7944
Owner: **FRONT PORCH**
500 N. BRAND BLVD., 19TH
FLOOR OAKLAND, CA 94612
(510) 856-7000
Arch/Eng: **ROBLEY-HORN**
487 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94508
(925) 398-4840
Landscape: **D. LAWRENCE GATES**

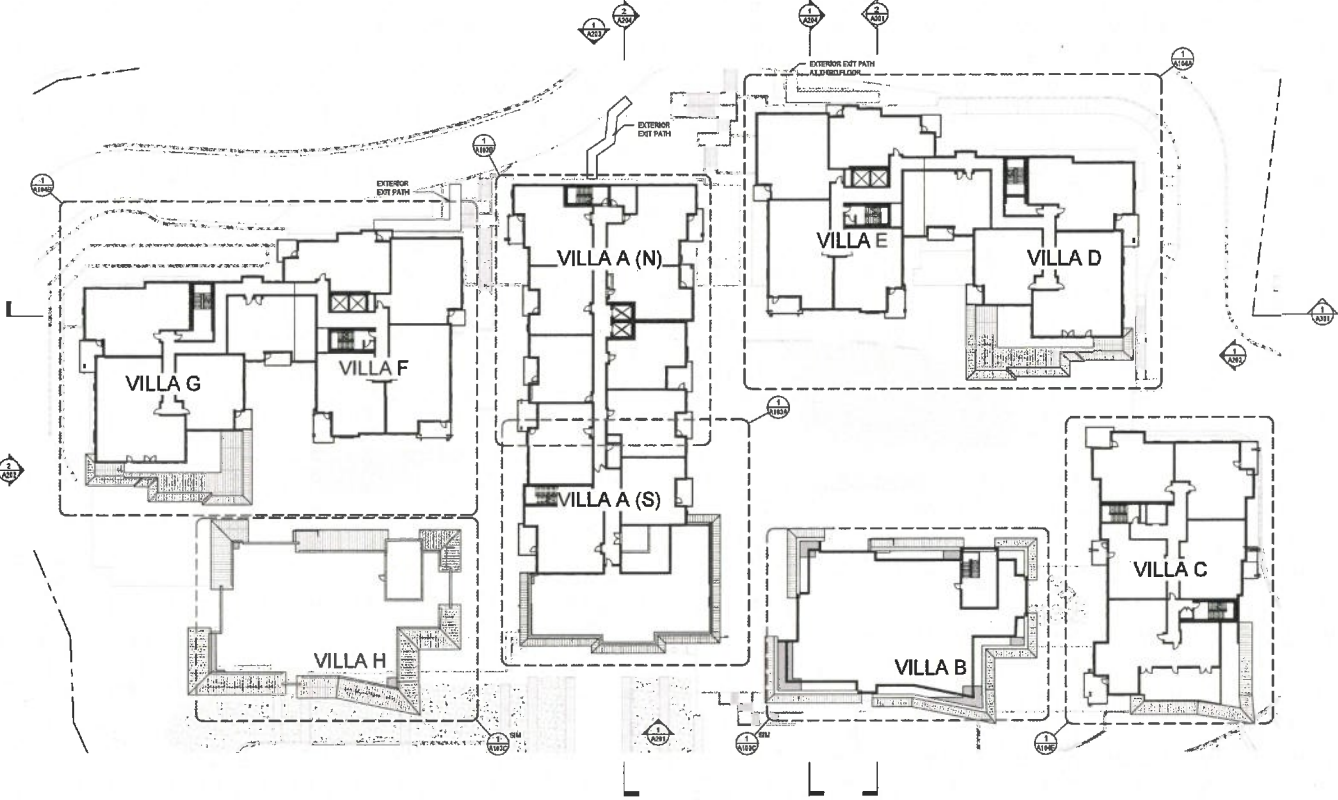
Structural: **KOPPE ENGINEERING ENGINEERS**
45 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 898-1004
Mechanical, Electrical & Plumbing:
BLESSAC
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7677
General Contractor:
W.E. OWEN CONSTRUCTION
4300 SACRAMENTO DR. SUITE 810,
PLEASANTON, CA 94508
(925) 465-2200

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
4TH FLOOR PLAN - OVERALL

SCALE: 1" = 30'-0"
A104
PLANNING SUBMITTAL

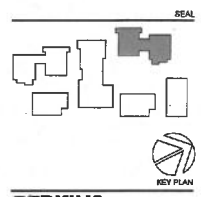
MAY 31, 2024



1 **4TH FLOOR PLAN - OVERALL**
1" = 30'-0"

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 130 Montgomery St., Suite 2500
 San Francisco, CA 94104
 T. 415 828 7900

Applicant:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORENDA, CA 94553
 (415) 816-7344

Owner:
 FRONT PORCH
 800 N. BRAND BLVD., 16TH
 FLOOR GLENDALE, CA 91203
 (925) 856-7400

CM/DCM:
 HINLEY-HOIRM
 4637 CHERRY DRIVE, SUITE 300
 PLEASANTON, CA 94568
 (925) 398-6640

Architect:
 D. LAWRENCE GATES

Structural:
 RPFV CONSULTING ENGINEERS
 45 FREMONT ST., 26TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 953-1004

Mechanical, Electrical & Plumbing:
 BELMARC
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7667

General Contractor:
 WALK-PIRELL CONSTRUCTION
 4309 HACIENDA DR. SUITE 550,
 PLEASANTON, CA 94566
 (925) 466-2990

PROJECT TITLE:
LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

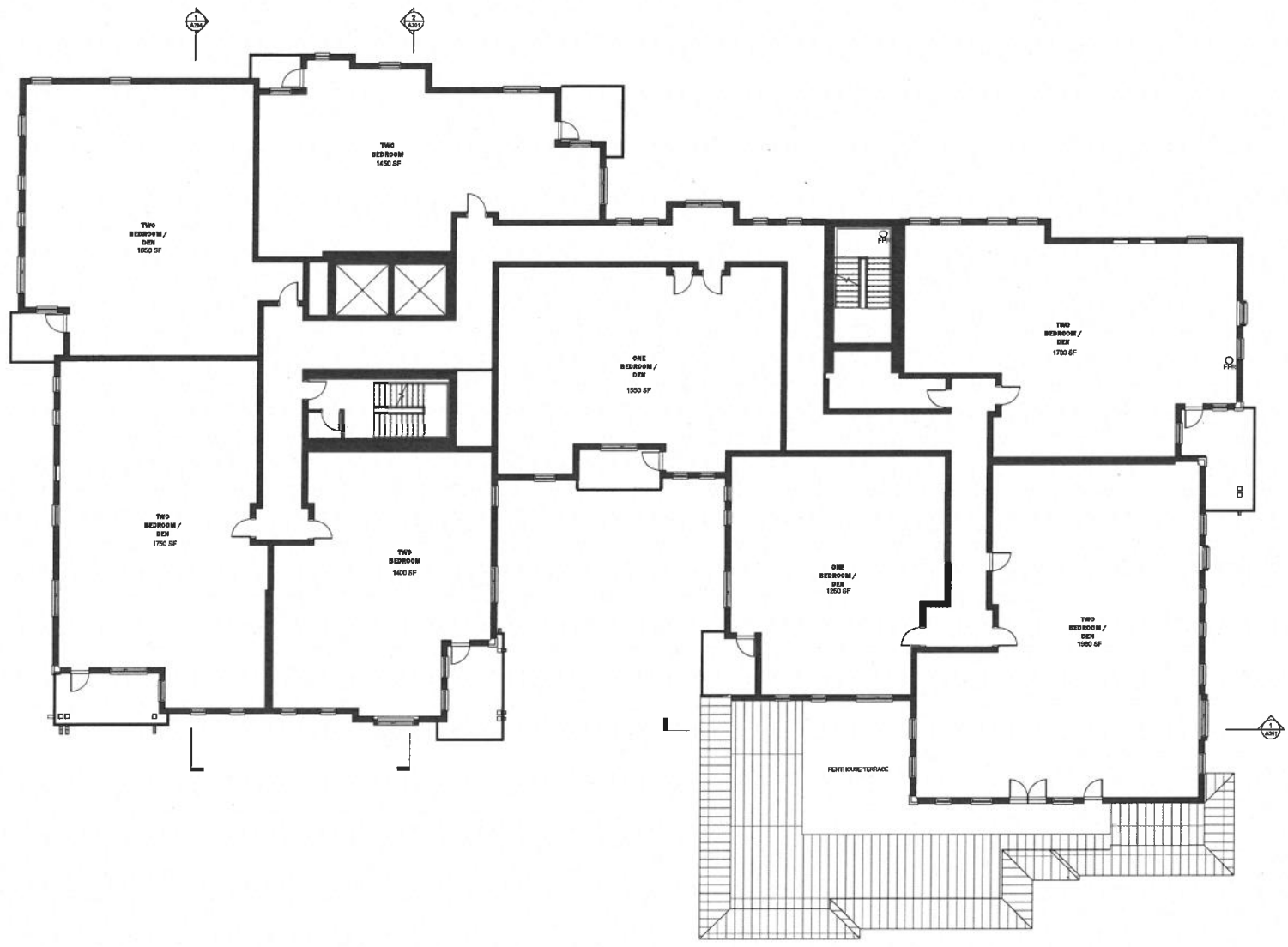
PROJECT No: 70581.00
 DRAWING TITLE:
4TH FLOOR PLAN - VILLA D & E

SCALE: 1/8" = 1'-0"

A104A

PLANNING SUBMITTAL

MAY 31, 2024

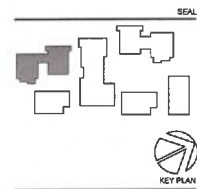


1 4TH FLOOR PLAN - VILLA D & E
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2000
 San Francisco, CA 94104
 T: 415 435 2700

Architect:
 ROCKWOOD PAPER
 28 SOUTHWOOD DRIVE
 OROVILLE, CA 95963
 (415) 916-7344

Owner:
 FRONTIER PAPER
 800 H. BRAND BLVD., 18TH
 FLOOR, OROVILLE, CA 95963
 (925) 956-7400

Client:
 KIMBLEY-GORMAN
 4857 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 396-4840

Landscape:
 D. LAWRENCE GATES

Structural:
 RPTFC CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 363-1024

Mechanical, Electrical & Plumbing:
 WILLIAMS
 550 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7867

General Contractor:
 WALK, DYWIDAG, CONSTRUCTION
 4300 MACEDONIA DR., SUITE 1300
 PLEASANTON, CA 94588
 (925) 466-2800

PROJECT TITLE:
 LOS GATOS
 MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
 4TH FLOOR PLAN -
 VILLA F & G

SCALE: 1/4" = 1'-0"

A104B

PLANNING SUBMITTAL

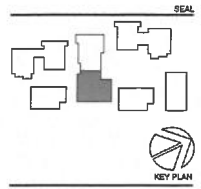
MAY 31, 2024

1 4TH FLOOR PLAN - VILLA F & G
 1/4" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2500
 San Francisco, CA 94104
 Tel: 415 224 7000

Architect:
ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORINDA, CA 94550
 (415) 916-7944

Owner:
FRONT PORCH
 800 N. BRAND BLVD., 15TH
 FLOOR, GLENDALE, CA 91203
 (626) 994-7600

City of San
KINLEY-HORN
 4837 CHALBOT DRIVE, SUITE 300
 N. CASARTON, CA 94558
 (925) 398-8840

Landscape:
D. LAWRENCE GATES

Structural:
RPFF CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-1004

Mechanical, Electrical & Plumbing:
ELERKAC
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 363-7667

General Contractor:
W&S STEEL CONSTRUCTION
 4302 HAZENBACH DR. SUITE 530
 PLEASANTON, CA 94558
 (925) 466-2990

PROJECT TITLE:

LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

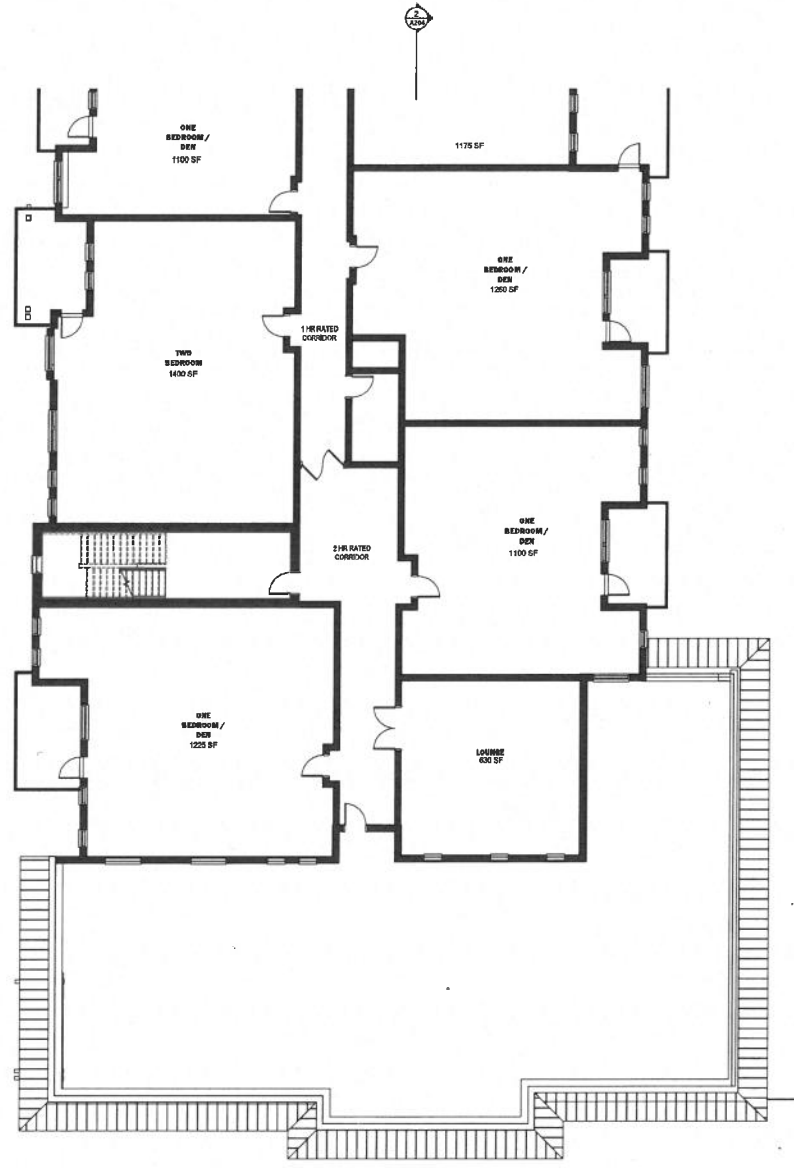
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4TH FLOOR PLAN - VILLA A S

SCALE: 1/8" = 1'-0"

A104C

PLANNING SUBMITTAL

MAY 31, 2024

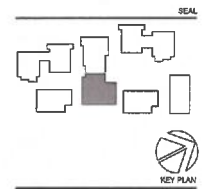


1 **4TH FLOOR PLAN - VILLA A SOUTH**
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 101 Montgomery St., Suite 200
 San Francisco, CA 94104
 T 415 435 7000

Architect:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 OROVILA, CA 94953
 (415) 819-7544

Owner:
 FRONT PORCH
 800 N. BRAND BLVD., 19TH
 FLOOR, SHERMANS, CA 91003
 (852) 858-7400

Club / Site:
 HOLELY-HOBBS
 4837 CHASOT DRIVE, SUITE 300
 PLEASANTON, CA 94653
 (852) 338-4840

Landscape:
 Dr. LAWRENCE GATYER

Structural:
 RFPF CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 399-1004

Mechanical, Electrical & Plumbing:
 SILVERADO
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7557

General Contractor:
 HILL O'NEIL CONSTRUCTION
 4309 HACIENDA DR SUITE 530
 PLEASANTON, CA 94688
 (925) 465-2000

PROJECT TITLE:
 LOS GATOS
 MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

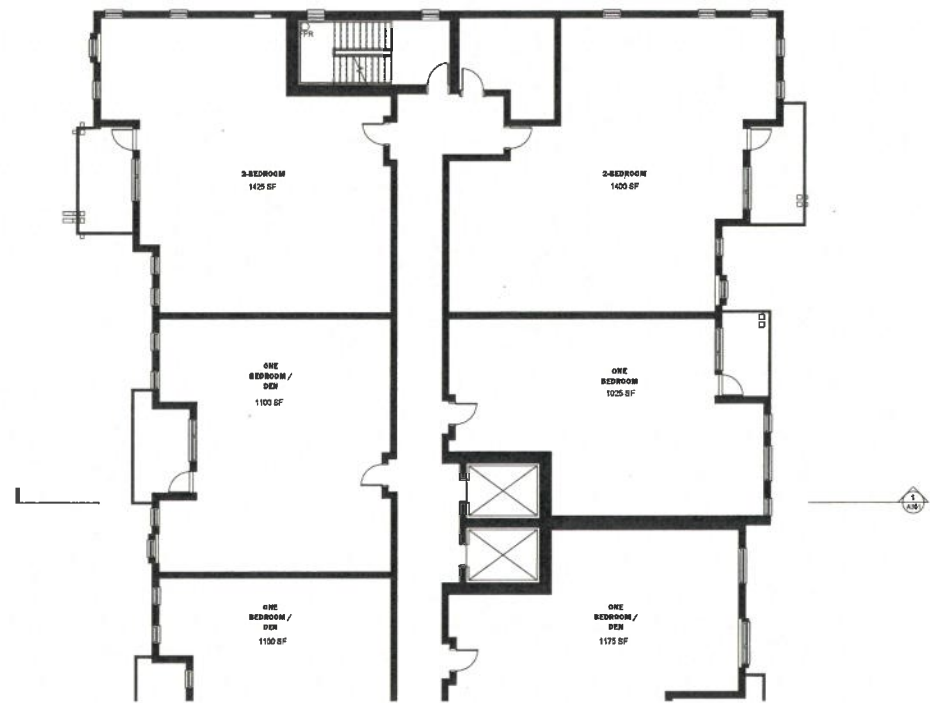
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 4TH FLOOR PLAN -
 VILLA A N

SCALE: 1/8" = 1'-0"

A104D

PLANNING SUBMITTAL

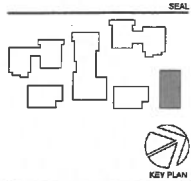
MAY 31, 2024



1 4TH FLOOR PLAN - VILLA A SOUTH
 WF-112'

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2200
 San Francisco, CA 94104
 T: +1 415 928 7900

Applicant:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 OROVILLE, CA 95963
 (415) 919-7344

Owner:
 FRONT PORCH
 800 H. BRAND BLVD, 10TH FLOOR
 OAKLAND, CA 94612
 (510) 866-7400

Chief Architect:
 ROSELEY-HORN
 487 CHASOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 398-4840

Landscape:
 D. LAWRENCE GATES

Structural:
 KOPFF CONSULTING ENGINEERS
 45 FREEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94108
 (415) 695-1304

Mechanical, Electrical & Plumbing:
 SILBERG-C
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 298-7887

General Contractor:
 W&L CYBER CONSTRUCTION
 4309 MACCENNA DR SUITE 530
 PLEASANTON, CA 94588
 (925) 466-2990

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

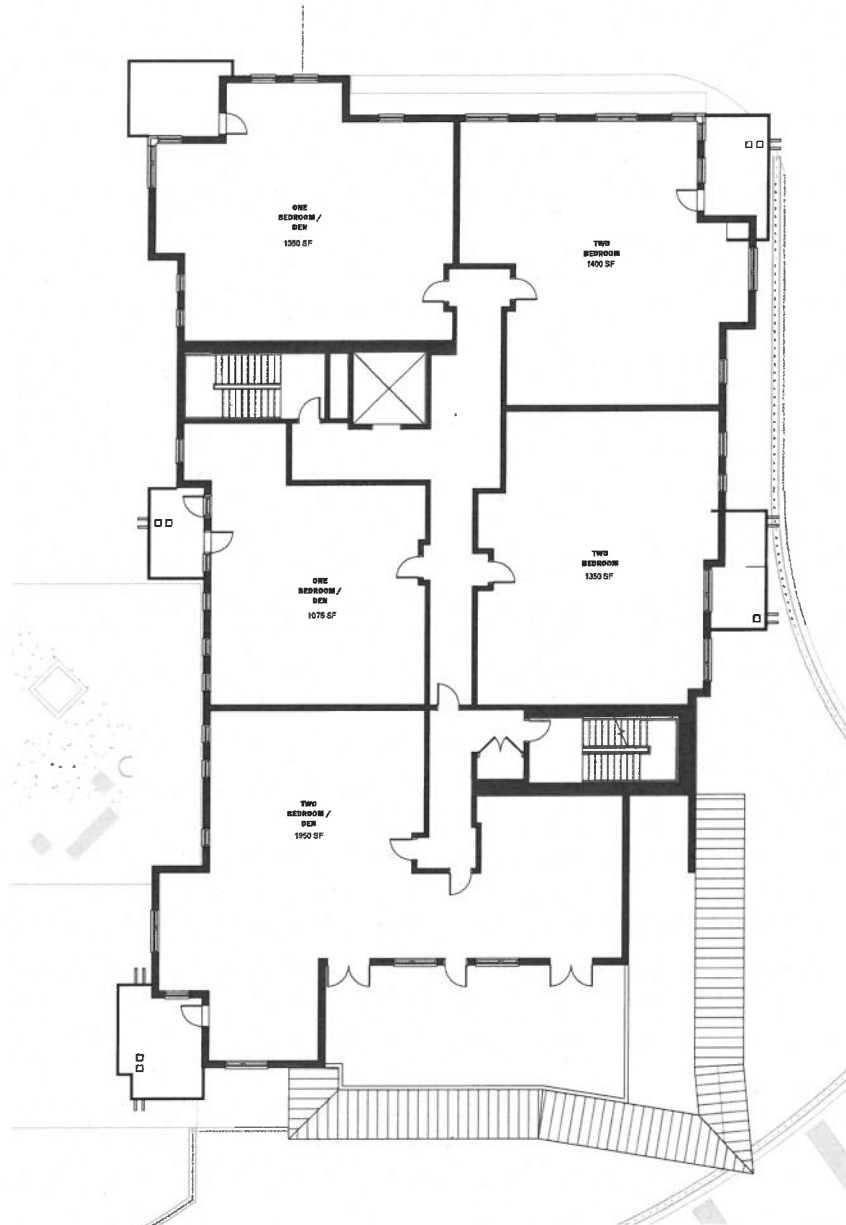
PROJECT No: 70581.00

DRAWING TITLE:
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SCALE: 1/8" = 1'-0"

A104E

PLANNING SUBMITTAL
 MAY 31, 2024

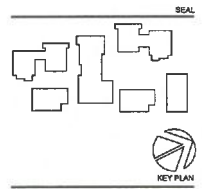


1 4TH FLOOR PLAN - OVERALL
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 120 Montgomery St., Suite 1100
 San Francisco, CA 94111
 T: +1 415 224 7700

Applicant:
ROCKWOOD PACIFIC
 31 BOUTWOOD DRIVE
 OROVIA, CA 94552
 (415) 819-7344

Owner:
FRONT PORCH
 800 N. BRAND BLVD., 19TH
 FLOOR GLENDALE, CA 91203
 (925) 855-7400

Architect:
PERKINS EASTMAN
 4637 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 338-4840

Landscape:
 Dr. LAWRENCE GATES

Structural:
SEIFF CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 863-1004

Mechanical, Electrical & Plumbing:
ELCOMS&S
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7857

General Contractor:
W.H. O'NEIL CONSTRUCTION
 4329 MACLEOD DR. SUITE 530,
 PLEASANTON, CA 94588
 (925) 466-2900

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

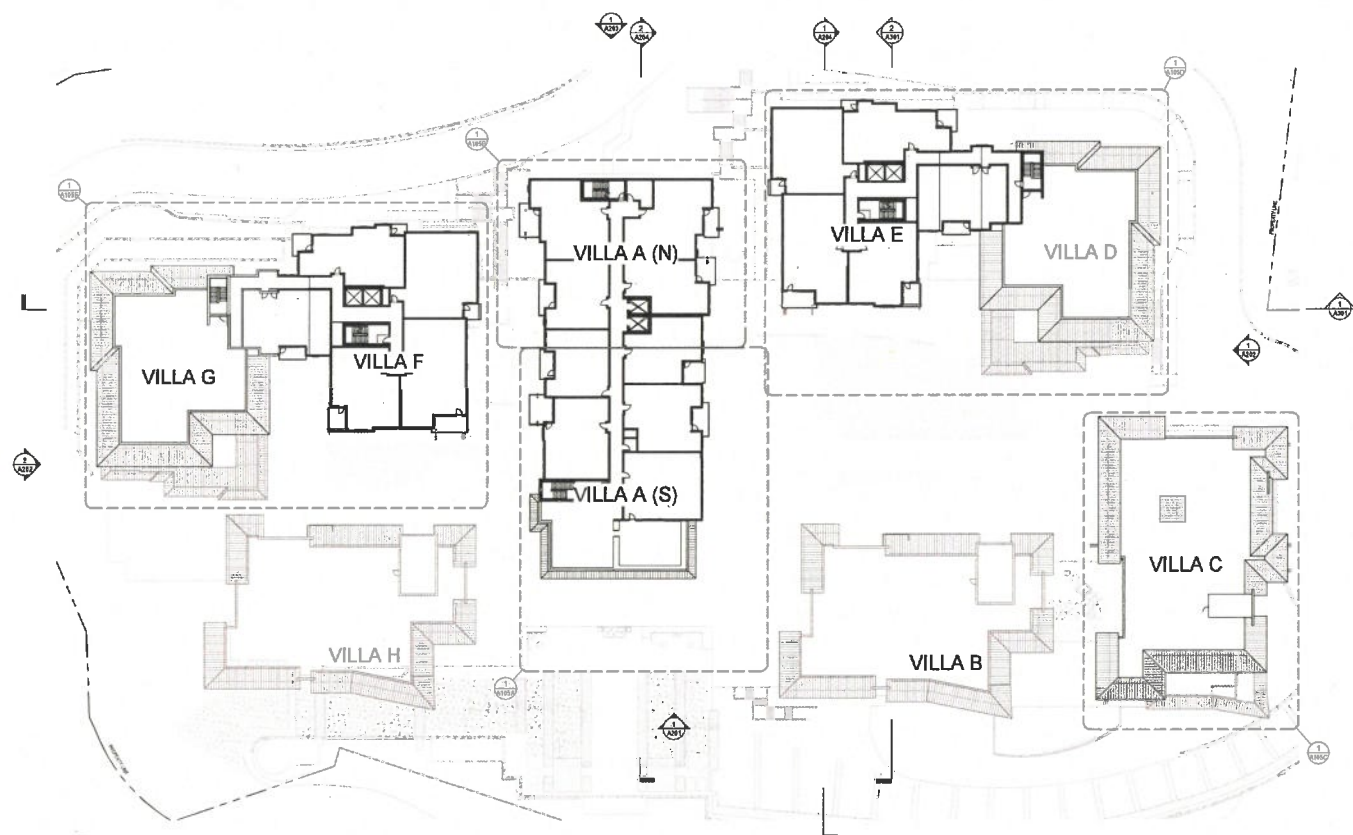
PROJECT No: 70581.00
 DRAWING TITLE:
5TH FLOOR PLAN - OVERALL

SCALE: 1" = 30'-0"

A105

PLANNING SUBMITTAL

MAY 31, 2024



1 5TH FLOOR PLAN - OVERALL
 1" = 30'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



**PERKINS
EASTMAN**
100 Montgomery St., Suite 2100
San Francisco, CA 94104
T: +1 415 774 7900

Architect:
ROCKWOOD PAPER INC
38 SOUTHWOOD DRIVE
CORNIDA, CA 94553
(415) 916-7344

Owner:
FRONT PORCH
800 N. BROAD BLVD., 10TH
FLOOR OLENDALE, CA 91203
(925) 956-7400

City / Firm:
ROSELLEY-HORN
4037 CHABOT DRIVE, SUITE 300
PUEBLO, CA 94508
(925) 393-4840

Landscape:
D. LAWRENCE GATES

Structural:
KPF CONSULTING ENGINEERS
45 FREMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 988-1004

MECHANICAL, ELECTRICAL & PLUMBING:
SILBERG
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7887

General Contractor:
S.W. CYBER CONSTRUCTION
4309 MAGNOLIA DR. SUITE 830,
PUEBLO, CA 94508
(925) 465-2900

PROJECT TITLE:

**LOS GATOS
MEADOWS**

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:

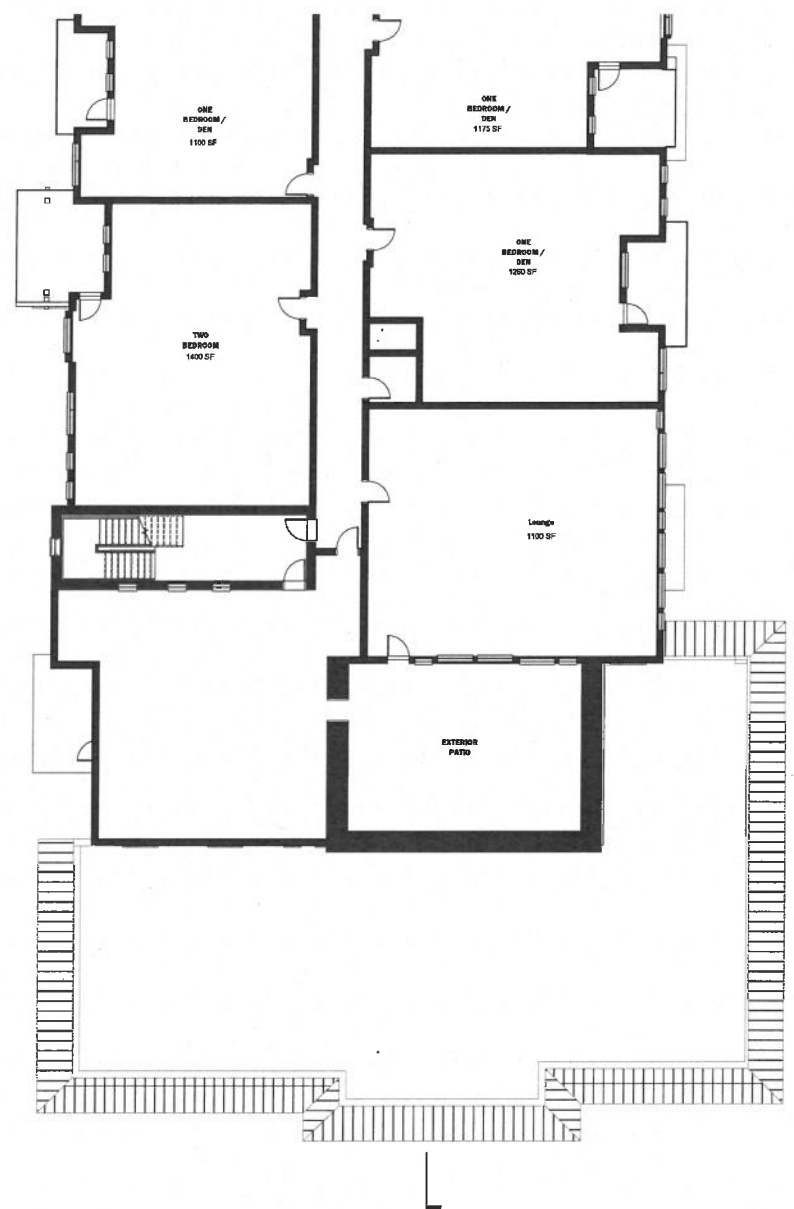
**5TH FLOOR PLAN -
VILLA A S**

SCALE: 1/8" = 1'-0"

A105A

PLANNING SUBMITTAL

MAY 31, 2024



1 5TH FLOOR PLAN - VILLA A SOUTH
1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 130 Montgomery St., Suite 2000
 San Francisco, CA 94104
 T: +1 415 774 7900

Applicant:
 ROCKWOOD PACIFIC
 26 SOUTH AVOOD DRIVE
 CORTONA, CA 94505
 (415) 816-7944

Owner:
 PRIVATE FOREIGN
 800 N. BRAND BLVD., 19TH
 FLOOR CA ENDALE, CA 91203
 (825) 956-7400

CM / SDR:
 SOWLEY-BROWN
 4877 CHARLOT DRIVE, SUITE 300
 PLEASANTON, CA 94508
 (925) 398-4840

Landscape:
 D. LAWRENCE GATES

Structure:
 SPFF CONSULTING ENGINEERS
 45 FREDMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94103
 (415) 585-1051

Mechanical, Electrical & Plumbing:
 HELMERS
 155 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7607

General Contractor:
 WILCOX CONSTRUCTION
 4200 HACIENDA DR, SUITE 200,
 PLEASANTON, CA 94588
 (925) 466-0290

PROJECT TITLE:
 LOS GATOS
 MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

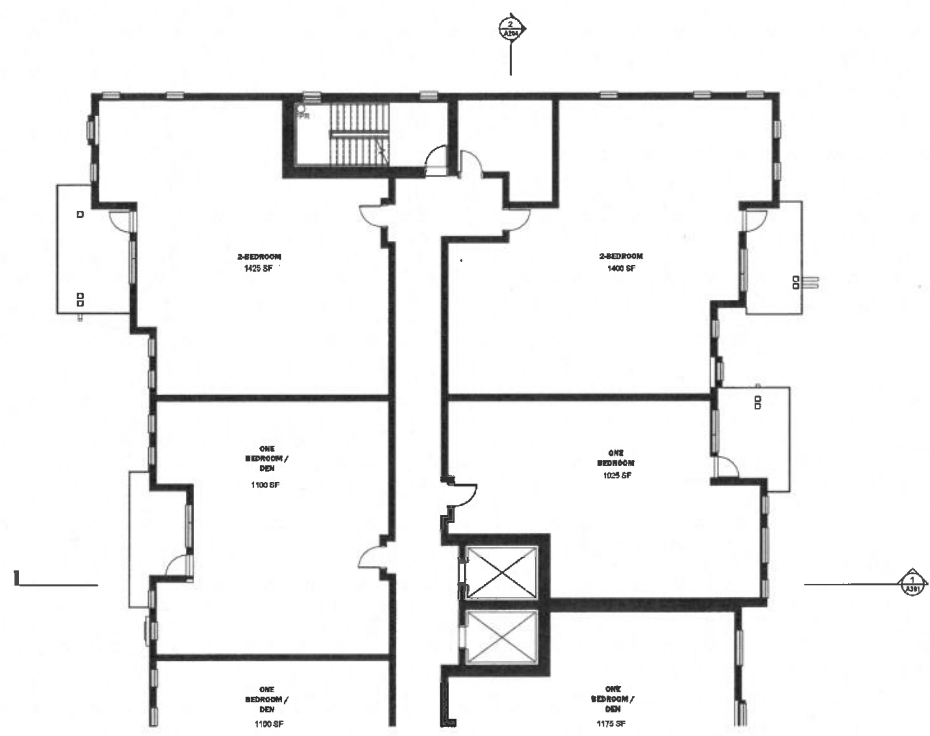
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 VILLA A N

SCALE: 1/8" = 1'-0"

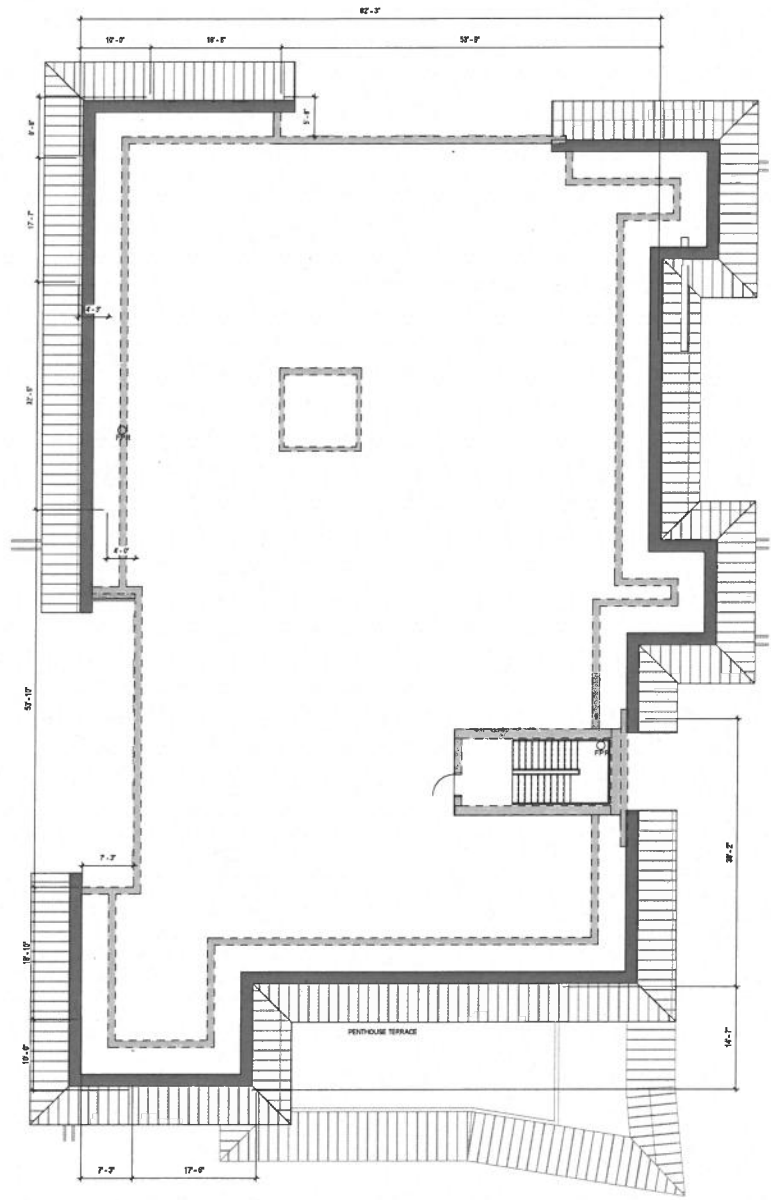
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PLANNING SUBMITTAL

MAY 31, 2024



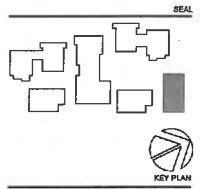
1 5TH FLOOR PLAN - VILLA A SOUTH
 1/8" = 1'-0"



1 5TH FLOOR PLAN - VILLA C
1/8" = 1'-0"

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 2200
San Francisco, CA 94104
T: +1 415 828 7900

Applicant:
ROCKWOOD PACIFIC
38 SOUTHWOOD DRIVE
ORINDA, CA 94553
(415) 915-7344

Owner:
FRONTIER
300 N. BEAVER BLVD., 19TH
FLOOR OAKDALE, CA 91203
(925) 954-7425

Chief / Site:
KIMBLEY-HORN
4517 CHASLOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-4242

Landscape:
DR. LAWRENCE GATES

Structure:
KOPPEL CONSULTING ENGINEERS
45 FREDRICK ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 398-1001

Mechanical, Electrical & Plumbing:
GELBERG
150 CALIFORNIA CT., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7157

General Contractor:
W.E. SPIEL CONSTRUCTION
4000 MAGNOLIA DR. SUITE 300,
PLEASANTON, CA 94588
(925) 466-2990

PROJECT TITLE:
LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
5TH FLOOR PLAN -
VILLA C

SCALE: 1/8" = 1'-0"

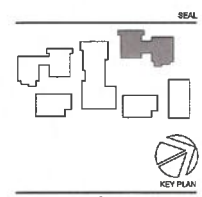
A105C

PLANNING SUBMITTAL

MAY 31, 2024

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2000
 San Francisco, CA 94104
 T. 415 438 7800

Architect:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 OAKLAND, CA 94613
 (415) 815-7341

Owner:
 PRINCEY FORESH
 800 N. BRAND BLVD., 19TH
 FLOOR GLENDALE, CA 91203
 (626) 955-7100

CM / GC:
 KIMBLEY-HOERN
 4637 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 328-4440

Landscape:
 D. LAWRENCE GATES

Structural:
 RUFFY CONSULTING ENGINEERS
 45 FREEMONT ST., 5TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 988-1004

Mechanical, Electrical & Plumbing:
 GILPIN&C
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7857

General Contractor:
 W.J. O'NEIL CONSTRUCTION
 4208 HACIENDA DR. SUITE 520
 PLEASANTON, CA 94588
 (925) 466-2990

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

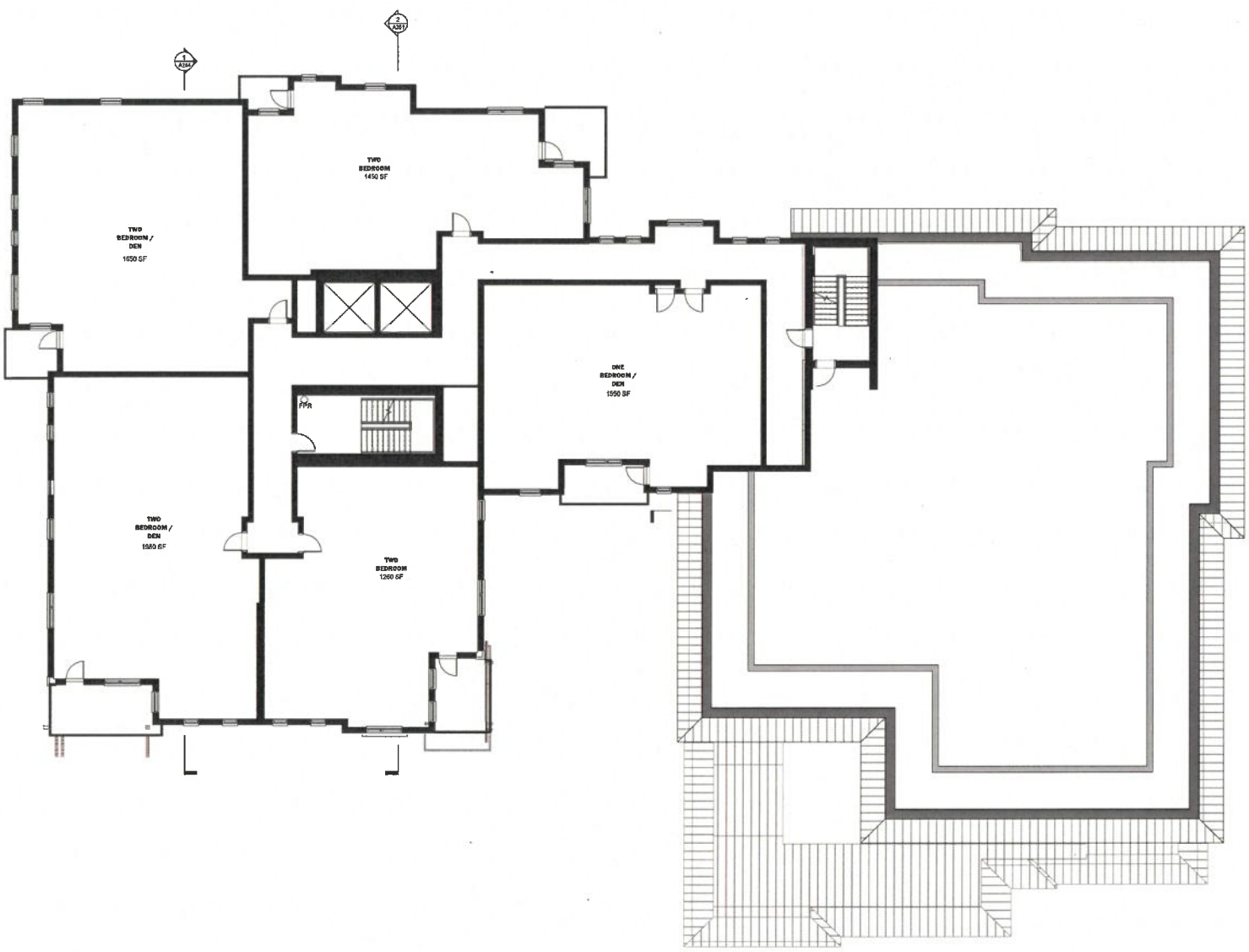
DRAWING TITLE:
5TH FLOOR PLAN - VILLA D & E

SCALE: 1/8" = 1'-0"

A105D

PLANNING SUBMITTAL

MAY 31, 2024

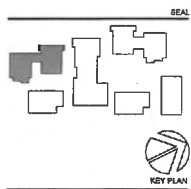


1 **5TH FLOOR PLAN - VILLA D & E**
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



**PERKINS
EASTMAN**
100 Montgomery St., Suite 2100
San Francisco, CA 94104
T. 415 924 7000

Applicant:
ROCKWOOD PACIFIC
22 SOUTHWOOD DRIVE
ORINDA, CA 94955
(415) 9167344

Owner:
FRONT PORCH
300 N. BRAND BLVD., 10TH
FLOOR OAKLAND, CA 94609
(510) 555-1600

CM / GC:
KIMBLEY-HORN
402 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-4840

Landscape:
D. LAWRENCE GATES

Structural:
RUFF CONSULTING ENGINEERS
45 FREIGHT ST., 28TH FLOOR
SAN FRANCISCO, CA 94109
(415) 895-1004

Mechanical, Electrical & Plumbing:
ELUMAC
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7867

General Contractor:
W.J. OYSEL CONSTRUCTION
4209 HACIENDA DR SUITE 530,
PLEASANTON, CA 94588
(925) 465-2890

PROJECT TITLE:
LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
5TH FLOOR PLAN -
VILLA F & G

SCALE: 1/8" = 1'-0"

A105E

PLANNING SUBMITTAL

MAY 31, 2024

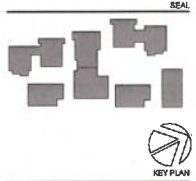


1 5TH FLOOR PLAN - VILLA F & G
1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 3000
San Francisco, CA 94104
T: 415 224-7900

Architect:
ROCKWOOD PACIFIC
28 SOUTHWOOD DRIVE
ORREDA, CA 94553
(415) 978-7944

Owner:
FRISBY PORCH
800 N. BRAND BLVD. 18TH
FLOOR MENLO PARK, CA 94025
(925) 855-7900

Civil / Site:
NOBLEY-GARDNER
4837 CHARLOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 388-4840

Landscape:
D. LAWRENCE GATES

Structural:
REPP ENGINEERING
45 FREMONT ST. 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 398-1004

Mechanical, Electrical & Plumbing:
BILTMAC
100 CALIFORNIA ST. 2ND FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7507

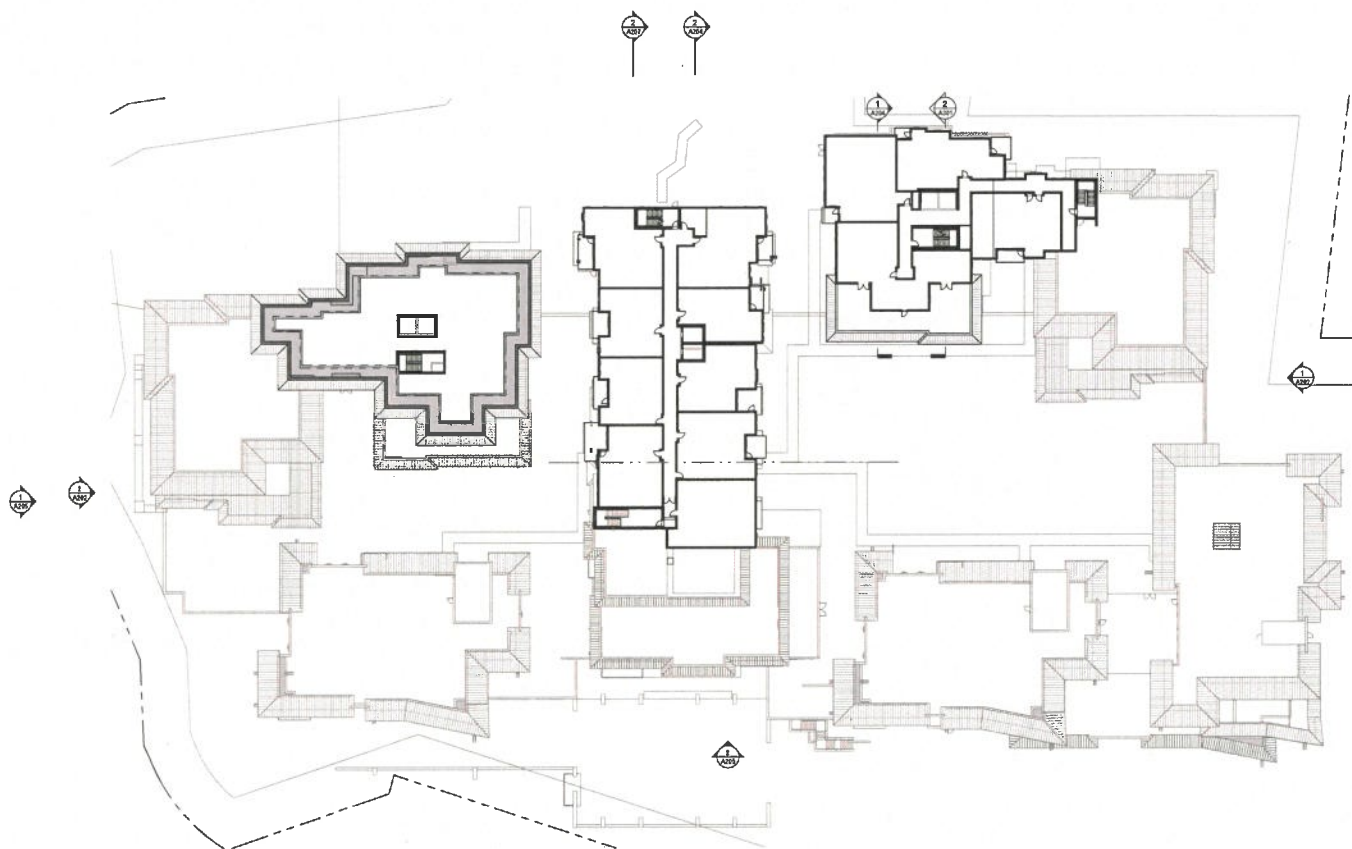
General Contractor:
W.E. OWENS CONSTRUCTION
4300 SACERDA DR. SUITE 300
PLEASANTON, CA 94588
(925) 464-2060

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
6TH FLOOR PLAN - OVERALL

SCALE: 1" = 30'-0"
A106
PLANNING SUBMITTAL
MAY 31, 2024

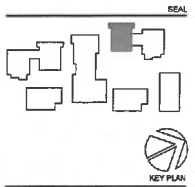


1 FLOOR 6 - VILLA E & D Copy 1
1" = 30'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 135 Montgomery St., Suite 2500
 San Francisco, CA 94104
 T. 415 424 7000

Applicant:
 RIDGEMOOD PACIFIC
 26 SOUTHWOOD DRIVE
 ORLANDO, CA 94553
 (415) 812-7044

Owner:
 FRONTIER FORENSIC
 300 N. BRAND BLVD., 10TH
 FLOOR GLENDALE, CA 91201
 (626) 554-7000

Architect:
 KIMBLEY-HORN
 4027 CHARLOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 395-4540

Landscaper:
 D. LAWRENCE GATES

Structural:
 KOFFY CONSULTING ENGINEERS
 46 FREEMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 393-1004

Mechanical, Electrical & Plumbing:
 GLENNAC
 150 CALIFORNIA ST., 19TH FLOOR
 SAN FRANCISCO, CA 94111
 (415) 393-7567

General Contractor:
 W&L PIVEL CONSTRUCTION
 4209 HACIENDA DR SUITE 500,
 PLEASANTON, CA 94588
 (925) 466-2990

PROJECT TITLE:
 LOS GATOS
 MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

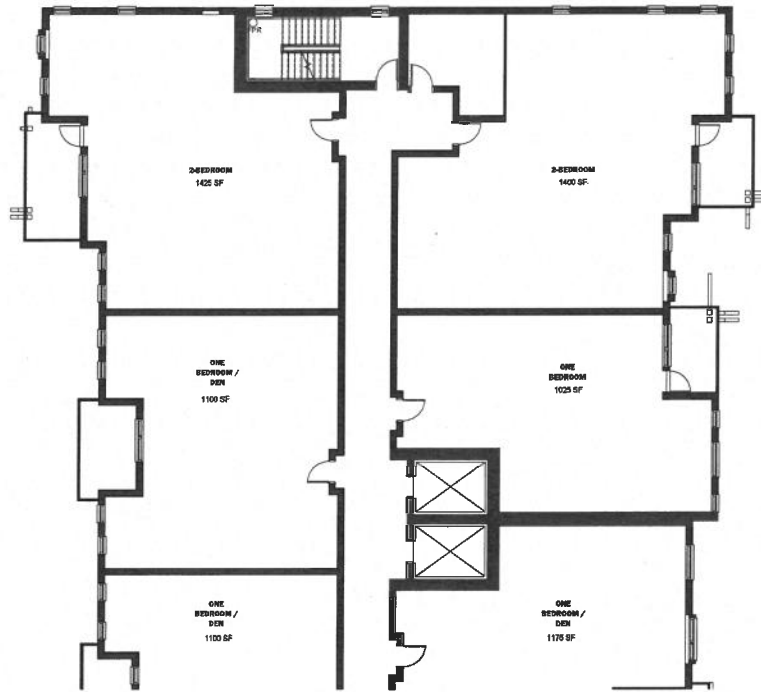
DRAWING TITLE:
 6TH FLOOR PLAN -
 VILLA A N

SCALE: 1/8" = 1'-0"

A106A

PLANNING SUBMITTAL

MAY 31, 2024

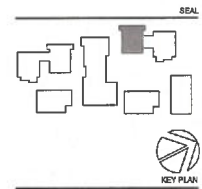


6TH FLOOR PLAN - VILLA A NORTH
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 150 Montgomery St., Suite 2500
 San Francisco, CA 94104
 T: 415 435 7000

Applicant:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORINDA, CA 94553
 (415) 918-7944

Owner:
 FRONT PORCH
 800 N. BRAND BLVD., 10TH FLOOR
 GLENDALE, CA 91201
 (825) 956-7400

CM / Svc:
 KIMLEY-HORN
 4537 GARBOY DRIVE, SUITE 300
 PLEASANTON, CA 94566
 (925) 358-4540

Landscape:
 D. LAWRENCE GATES

Structure:
 KPFF CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 988-1004

Mechanical, Electrical & Plumbing:
 GLENNFIELD
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7617

General Contractor:
 W.J. OPIEL CONSTRUCTION
 8201 MARCELA DR, SUITE 630,
 PLEASANTON, CA 94508
 (925) 464-2000

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

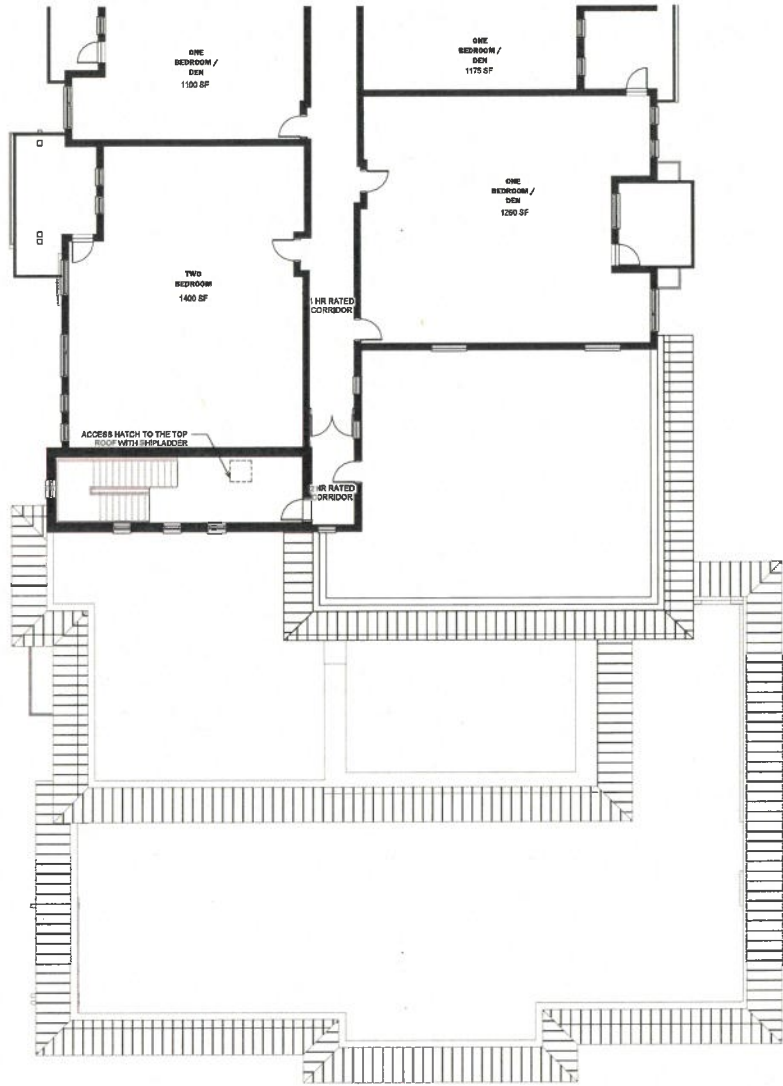
DRAWING TITLE:
 6TH FLOOR PLAN - VILLA A S

SCALE: 1/8" = 1'-0"

A106B

PLANNING SUBMITTAL

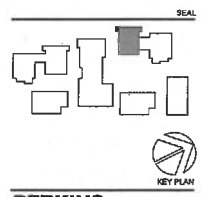
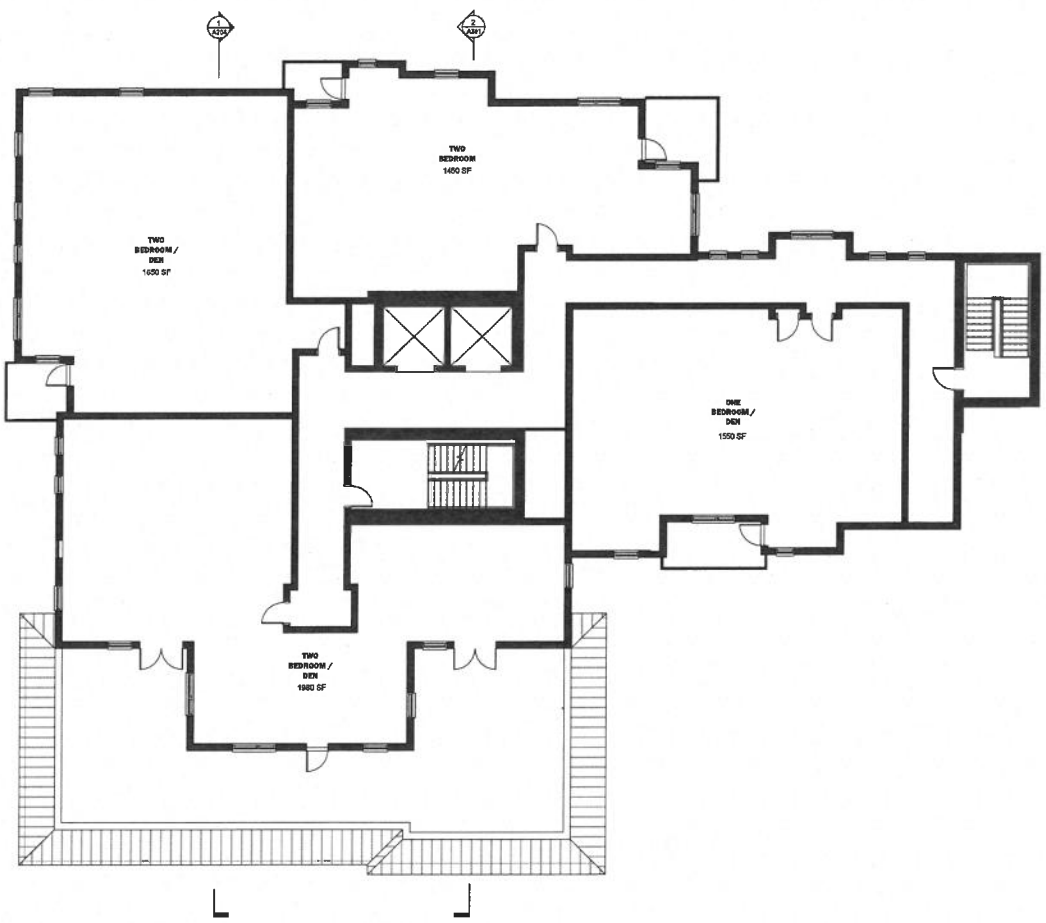
MAY 31, 2024



1 6TH FLOOR PLAN - VILLA A SOUTH
 1/8" = 1'-0"

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2500
 San Francisco, CA 94104
 T. +1 415 924 7000

Applicant:
ROCKWOOD PACIFIC
 18 SOUTHWOOD DRIVE
 OAKLAND, CA 94613
 (415) 818-7304

Owner:
PRENTI PORCH
 5017E BRAND BLVD, 18TH
 FLOOR GLENDALE, CA 91203
 (925) 954-7400

CM/Arch:
HEBLEY-ROBBINS
 4557 CHARLOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 398-4540

Landscape:
D. LAWRENCE BATES

Structure:
KIPP CONSULTING ENGINEERS
 45 FREMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 988-7004

Mechanical, Electrical & Plumbing:
ELM&C
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7867

General Contractor:
WAL O'NEIL CONSTRUCTION
 4329 HAZLEHURD DR SUITE 500
 PLEASANTON, CA 94559
 (925) 468-2990

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00
 DRAWING TITLE:
6TH FLOOR PLAN - VILLA E

SCALE: 1/8" = 1'-0"

A106C

PLANNING SUBMITTAL

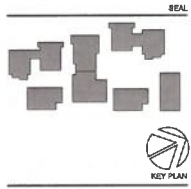
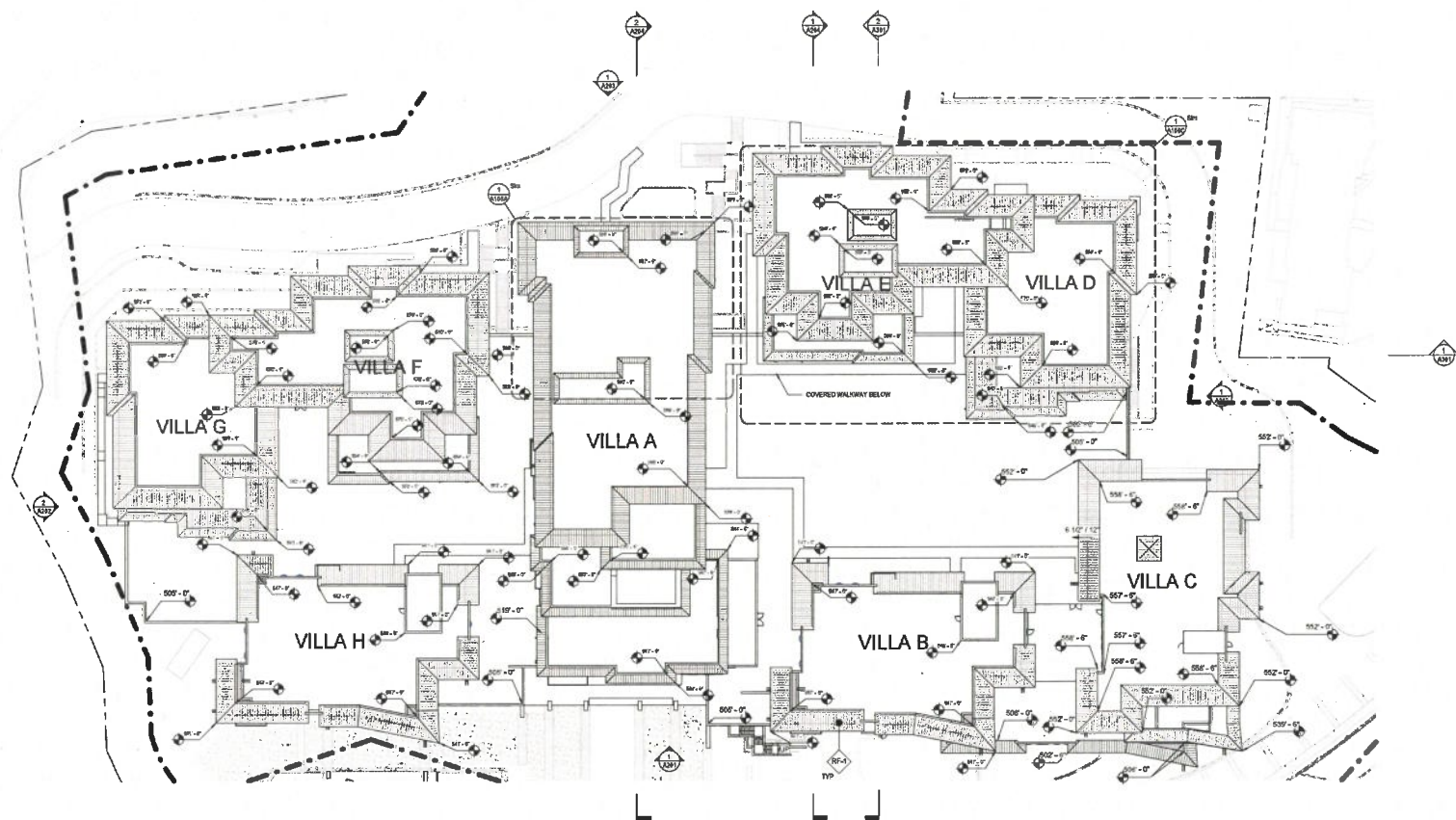
MAY 31, 2024

1 FLOOR 6 - VILLA E & D
 1/8" = 1'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 1200
 San Francisco, CA 94104
 T: +1 415 774 7900

Client:
 ROCKWOOD PACIFIC
 38 BULLWOOD DRIVE
 OROVILLO, CA 95955
 (415) 816-7944

Owner:
 FRONT PORCH
 800 N. BRAND BLVD., 18TH
 FLOOR, CLIFTON, CA 94503
 (925) 956-7400

CM/PM:
 KIMBLEY-HORN
 4877 CHARLOT DRIVE, SUITE 200
 PLEASANTON, CA 94588
 (925) 398-4840

Architect:
 B. LAWRENCE DATES

Structural:
 KFF CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 553-1004

Mechanical, Electrical & Plumbing:
 GELBERG
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 383-7687

General Contractor:
 W.E. OWEN CONSTRUCTION
 4309 HACIENDA DR SUITE 500,
 PLEASANTON, CA 94588
 (925) 463-2900

PROJECT TITLE:
 LOS GATOS
 MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
 ROOF PLAN -
 OVERALL

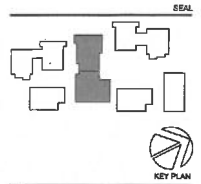
SCALE: 1" = 30'-0"
A107
 PLANNING SUBMITTAL
 MAY 31, 2024

1 ROOF PLAN - OVERALL
 1" = 30'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



**PERKINS
EASTMAN**
135 Montgomery St., Suite 2300
San Francisco, CA 94104
T: +1 415 888 7800

Applicant:
ROCKWOOD PACIFIC
38 SOUTHWOOD DRIVE
ORINDA, CA 94553
(415) 956-7344

Owner:
FRONT PORCH
800 N. BRAND BLVD., 18TH
FLOOR GLENDALE, CA 91203
(952) 896-7490

CM/EA Firm:
HEUBLEY-ANDRUS
4837 GARLAND DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-4840

Landscape:
D. LAWRENCE GATES

Structural:
KPFY CONSULTING ENGINEERS
45 FREMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 898-1004

Mechanical, Electrical & Plumbing:
BLDMAC
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 396-7667

General Contractor:
W&L OPTISE, CONSTRUCTION
4399 MACCENEA DR. SUITE 530,
PLEASANTON, CA 94588
(925) 465-2890

PROJECT TITLE:
LOS GATOS
MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

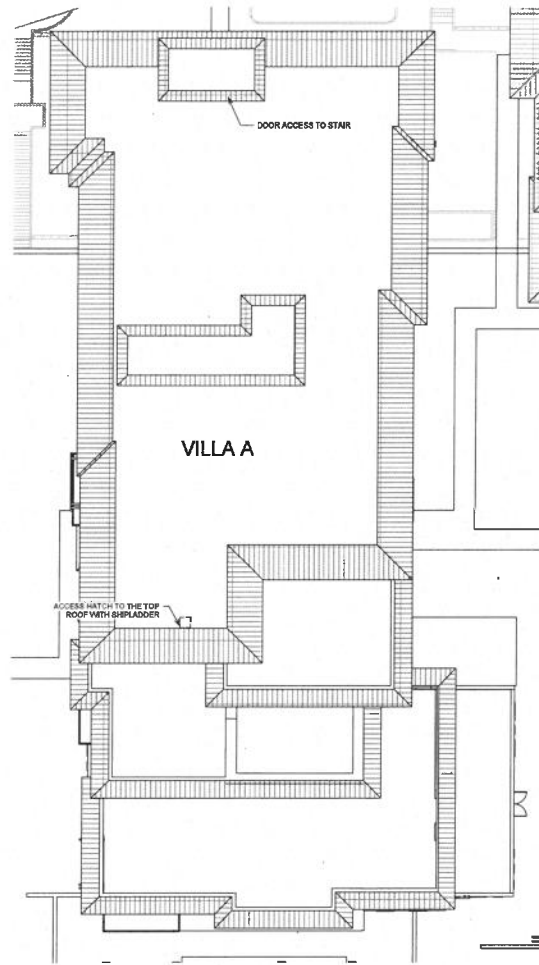
DRAWING TITLE:
ROOF PLAN -
BUILDING A

SCALE: 1/8" = 1'-0"

A107A

PLANNING SUBMITTAL

MAY 31, 2024



1 ROOF PLAN - OVERALL
1/8" = 1'-0"

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NO.	DATE	ISSUE

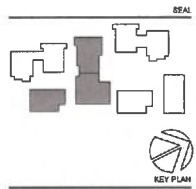
NOT FOR CONSTRUCTION



3 VILLA H SOUTH-EAST ELEVATION
3/27' x 1/4" NOTE: SEE SHEET A209 FOR MATERIAL BOARD



2 VILLA A SOUTH-EAST ELEVATION
3/17' x 1/4" NOTE: SEE SHEET A209 FOR MATERIAL BOARD



PERKINS EASTMAN
101 Montgomery St., Suite 300
San Francisco, CA 94104
T: 415 774 2700

Applicant:
ROCKWOOD PACIFIC
36 SOUTHWOOD DRIVE
CORSICA, CA 94003
(415) 819-7944

Owner:
FRONT PORCH
800 N. BRAND BLVD., 19TH
FLOOR GLENDALE, CA 91203
(925) 956-7400

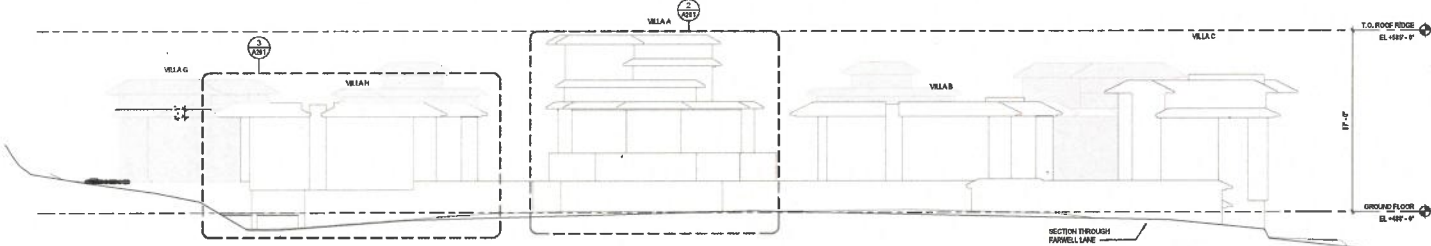
CM / SDC:
NOBLETY-HOBBS
4837 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94609
(825) 368-6840

Landscape:
D. LAWRENCE DATES

Structure:
RPFY CONSULTING ENGINEERS
45 FREMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 986-1304

Mechanical, Electrical & Plumbing:
SILBERG
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7567

General Contractor:
REAL ESTATE CONSTRUCTION
4008 MARCHESSA DR. SUITE 300,
PLEASANTON, CA 94608
(925) 663-9900



1 SOUTH-EAST ELEVATION
1" = 3/8"

MATERIAL LEGEND

RF-1	ROOF - STANDING BEAM
ST-1	STONE TILE
MC-1	PAINTED METAL
EX-1	BALCONY FRESH
GL-1	GALVALUME GLASS
MC-2	METAL PANEL SIDING
MC-3	VERTICAL STANDING BEAM
EX-2	CONCRETE PANEL SIDING

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
EXTERIOR ELEVATIONS SE

SCALE: As Indicated

A201

PLANNING SUBMITTAL

MAY 31, 2024

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION

SEAL



PERKINS EASTMAN
 135 Montgomery St., Suite 1500
 San Francisco, CA 94104
 T: 415 626 7600

Architect:
 ROCKWOOD PACIFIC
 26 SOUTHWOOD DRIVE
 ORLANDO, CA 94563
 (415) 816-7844

Owner:
 FRONT PORCH
 800 N. BRAND BLVD. 10TH
 FLOOR GLENDALE, CA 91203
 (626) 946-2400

Civil / Site:
 ISHLEY-HORN
 4527 CHARLOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 335-4840

Landscape:
 D. LAWRENCE GATES

Structure:
 KPFF CONSULTING ENGINEERS
 45 FREMONT ST. 26TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 963-1054

Mechanical, Electrical & Plumbing:
 ELUMAC
 150 CALIFORNIA ST. 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7967

General Contractor:
 W.E. O'NEIL CONSTRUCTION
 4208 HAZENBUD DR. SUITE 530
 PLEASANTON, CA 94588
 (925) 464-2590

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

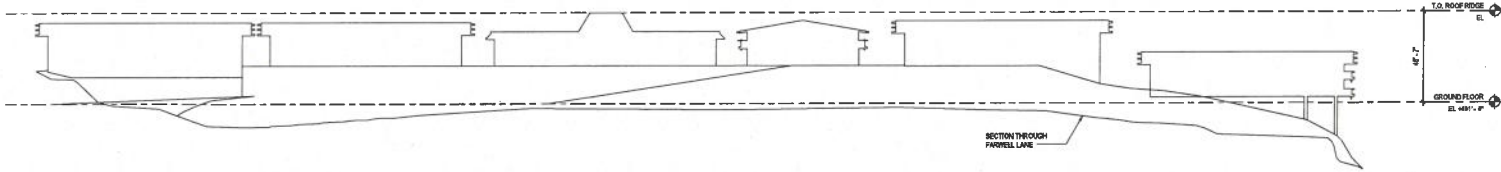
DRAWING TITLE:
 EXISTING EXTERIOR ELEVATIONS

SCALE: As Indicated

A201-E

PLANNING SUBMITTAL

MAY 31, 2024



1 EXISTING ELEVATION_SOUTH-EAST
 T = 1/8" = 1'-0"



3 VIEW LEGEND - EXISTING ELEVATION - SE
 1/2" = 15'

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MATERIAL LEGEND

RF-1	ROOF - STANDING SEAM
ST-1	STONE TILE
MP-1	PANNELED METAL
EC-2	BLOCCY BRICK
GL-2	GLAZIURAL GLASS
MP-2	METAL PANEL BOARD
MP-3	VERTICAL STANDING SEAM
EC-1	CONCRETE PANEL BOARD

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION

KEY PLAN

PERKINS EASTMAN
 300 Montgomery St., Suite 2050
 San Francisco, CA 94104
 T: +1 415 774 7000

Architect:
 ROCKWOOD PACIFIC
 28 SOUTHWOOD DRIVE
 CROSBY, CA 94530
 (415) 818-7944

Owner:
 PRINCEY BORGHE
 400 N. BRAND BLVD., 10TH FLOOR
 GLENDALE, CA 91203
 (825) 956-7400

Chief of File:
 MONSIEUR ANOBI
 4837 CHARLOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 398-4840

Landscape:
 D. LAWRENCE GATES

Structural:
 RHPF ENGINEERING ARCHITECTS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 868-1004

Mechanical, Electrical & Plumbing:
 GILMIRAC
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7067

General Contractor:
 W&L OWENS CONSTRUCTION
 AND FACEDORA DR. SUITE 510
 PLEASANTON, CA 94588
 (925) 488-2800

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
 EXTERIOR ELEVATIONS NE & SW

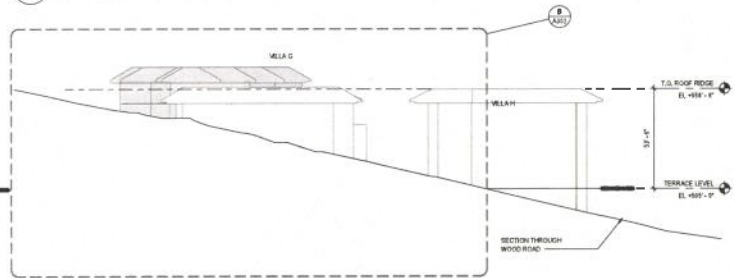
SCALE: As Indicated

A202

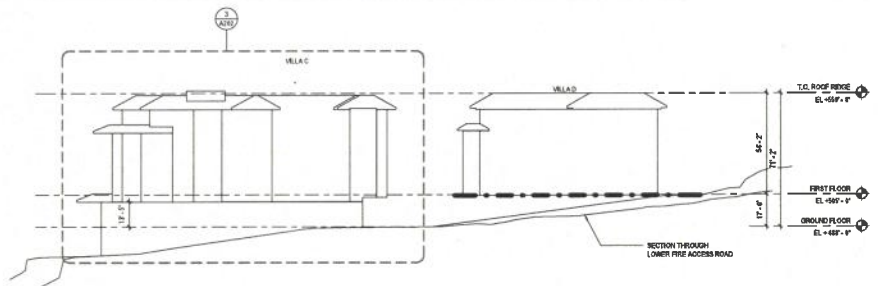
PLANNING SUBMITTAL

MAY 31, 2024

3 VILLA C NORTH-EAST ELEVATION
 1/8" = 1/4" NOTE: SEE SHEET A201 FOR MATERIAL BOARD



2 SOUTH-WEST ELEVATION
 1/4" = 3/8"



1 NORTH-EAST ELEVATION
 1/4" = 3/8"

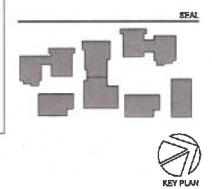
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MATERIAL LEGEND

RF-1		ROOF - STANDING SEAM
ST-1		STONE TILE
MC-1		PAINTED METAL
EX-1		DELCONY FINISH
GL-1		CALCESTRAL GLASS
MP-1		METAL PANEL BOND
VP-1		VERTICAL STANDING SEAM
CC-1		CONCRETE PANEL BOND

NO.	DATE	REVISION

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2300
 San Francisco, CA 94104
 T. 415 774 7000

Applicant:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 OAKDALE, CA 94563
 (415) 918-7844

Owner:
 PRINCE PUBLISHING
 800 N. BRAND BLVD., 19TH
 FLOOR CALIFORNIA, CA 91203
 (805) 956-7100

Arch / Eng:
 MOBILITY ARCHITECTURE
 4837 CHABOT DRIVE, SUITE 200
 PLEASANTON, CA 94588
 (925) 398-6440

Landscape:
 D. LAWRENCE GATNER

Structural:
 JOSEPH C. DIMARTINO ENGINEERS
 45 TREMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-1004

Mechanical, Electrical & Plumbing:
 GLOWING
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7007

General Contractor:
 W&L O'NEIL CONSTRUCTION
 4205 HARRISON DR. SUITE 500
 PLEASANTON, CA 94588
 (925) 466-2900

PROJECT TITLE:
LOS GATOS MEADOWS

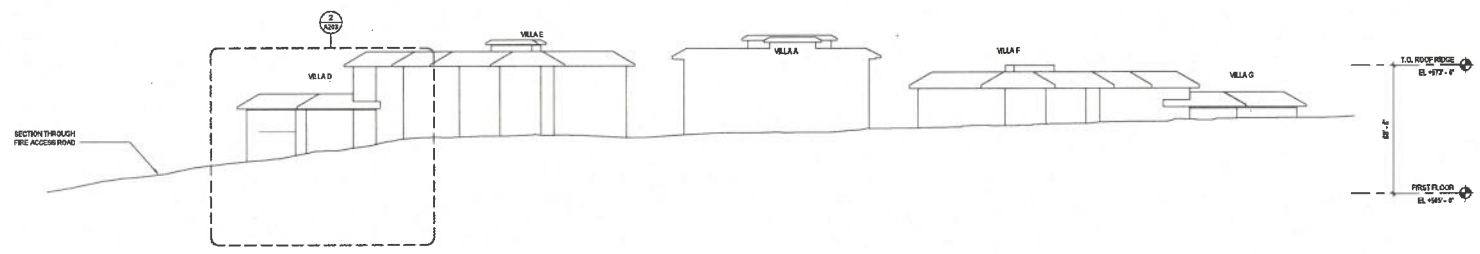
110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00
 DRAWING TITLE:
EXTERIOR ELEVATIONS NW

SCALE: As Indicated

A203
 PLANNING SUBMITTAL

MAY 31, 2024

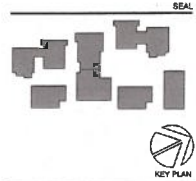


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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., 16th Floor
 San Francisco, CA 94111
 T: +1 415 776 7900

Applicant:
 ROCKWOOD PACIFIC
 36 SOUTHWOOD DRIVE
 ORINDA, CA 94553
 (415) 816-7344

Owner:
 PROPERTY FORMER
 600 H BRAND BLVD, 19TH
 FLOOR GLENDALE, CA 91203
 (323) 956-1100

CM / Site:
 MOBILITY WORKS
 4537 CHASOT DRIVE, SUITE 300
 PLEASANTON, CA 94566
 (925) 396-6840

Landscape:
 S. LAWRENCE GATES

Structural:
 KOPPE CONSULTING ENGINEERS
 41 FRODOCT ST, 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-1004

Mechanical, Electrical & Plumbing:
 OLIVIA
 200 CALIFORNIA ST, 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7507

General Contractor:
 W.M. O'NEIL CONSTRUCTION
 4000 WASHINGTON DR SUITE 600
 PLEASANTON, CA 94563
 (925) 466-2199

PROJECT TITLE:
LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

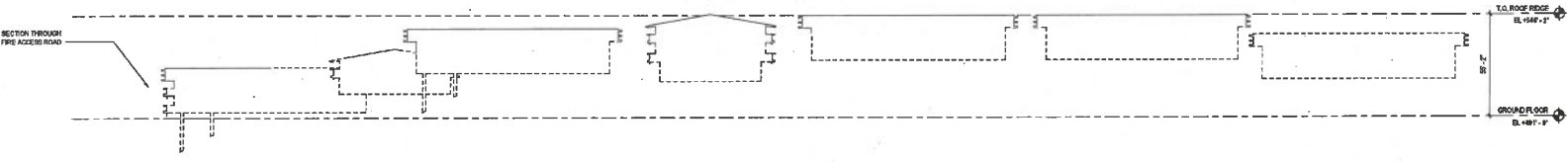
DRAWING TITLE:
EXISTING EXTERIOR ELEVATIONS

SCALE: As Indicated

A203-E

PLANNING SUBMITTAL

MAY 31, 2024



1 **EXISTING ELEVATION NORTH-WEST**
 1" = 20'-0"



3 **VIEW LEGEND - EXISTING ELEVATION - NW**
 1/2" = 5'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2500
 San Francisco, CA 94104
 T: +1 415 225 7700

Applicant:
 ROCKWOOD PACIFIC
 30 SOUTHWOOD DRIVE
 OROVIA, CA 94550
 (415) 816-2344

Owner:
 FRONT PORCH
 800 N. BRAND BLVD., 10TH
 FLOOR GLENDALE, CA 91203
 (825) 355-7400

Chief / Site:
 KIMBLEY-HORN
 4577 CHERRY DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 308-4340

Landscape:
 D. LAWRENCE GATES

Structural:
 KOPF CONSULTING ENGINEERS
 45 FREDMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94103
 (415) 398-3000

Mechanical, Electrical & Plumbing:
 @LDRMCC
 550 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7267

General Contractor:
 W.J. O'NEIL CONSTRUCTION
 4005 HACIENDA DR. SUITE 300,
 PLEASANTON, CA 94509
 (925) 466-2990

PROJECT TITLE:
 LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
 Section B E

SCALE: 1" = 20'-0"

A204

PLANNING SUBMITTAL

MAY 31, 2024



2 **Section 11**
 1" = 20'-0"

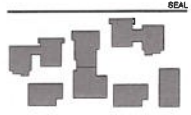


1 **Section 10**
 1" = 20'-0"

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 100 Montgomery St., Suite 2200
 San Francisco, CA 94104
 T: +1 415 856 7000

Architect:
 ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORINDA, CA 94552
 (415) 918-7944

Owner:
 PRIVATE PERSON
 800 N. BRAND BLVD., 19TH
 FLOOR, Sausalito, CA 94965
 (925) 956-4000

Client / Site:
 WIMBLEY GROUP
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 388-4240

Landscape:
 DL LAWRENCE GATES

Structural:
 RUPPE CONSULTING ENGINEERS
 45 FRIEMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 393-1000

Mechanical, Electrical & Plumbing:
 GILMORAC
 100 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 393-7667

General Contractor:
 W.M. O'NEIL CONSTRUCTION
 4300 WASHINGTON DR, SUITE 300,
 PLEASANTON, CA 94588
 (925) 466-0300

PROJECT TITLE:
 LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

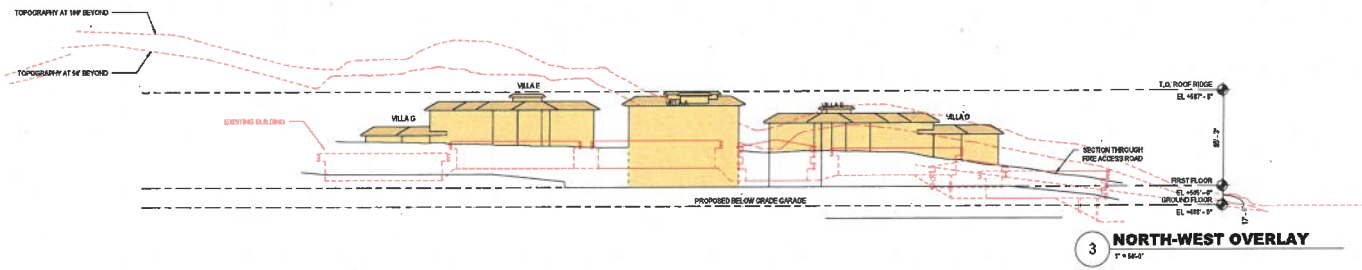
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 BUILDING OUTLINES
 - EXISTING AND
 PROPOSED

SCALE: As Indicated

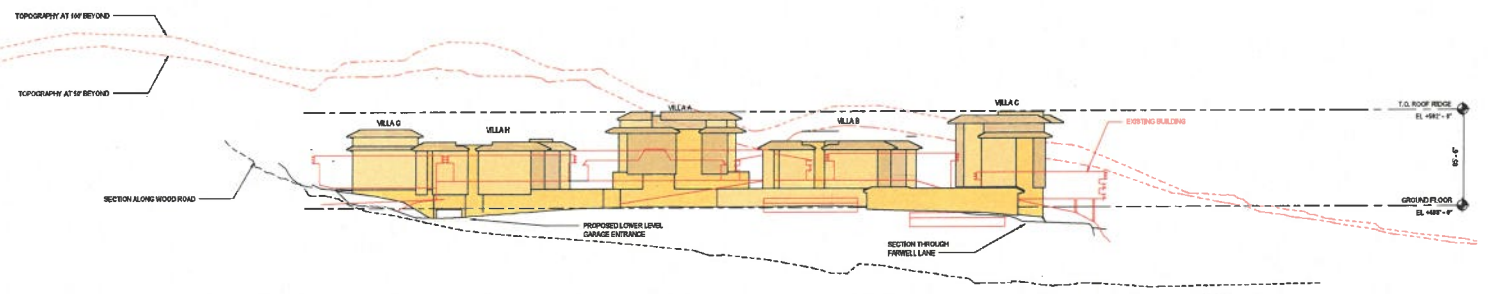
A205

PLANNING SUBMITTAL

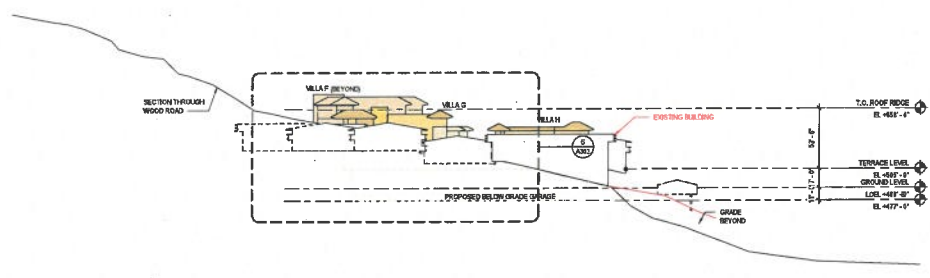
MAY 31, 2024



3 NORTH-WEST OVERLAY
 1" = 16'-0"



2 SOUTH-EAST OVERLAY
 1" = 16'-0"



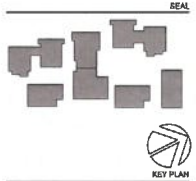
1 SOUTH-WEST OVERLAY
 1" = 16'-0"



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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 2100
San Francisco, CA 94104
T: +1 415 435 7600

Applicant:
WOODBRIDGE PACIFIC
36 SOUTHWOOD DRIVE
OAKLAND, CA 94602
(415) 816-7044

Owner:
FRONT PORCH
800 N. BRAND BLVD., 10TH
FLOOR CLIFTONDALE, CA 91203
(925) 950-0400

CM / Snc:
KIMLEY-HORN
4057 CHEVROTT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 308-4800

Landscape:
DR. LAWRENCE GATES

Structural:
TUFFY CONSULTING ENGINEERS
45 FREDMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 208-3001

Mechanical, Electrical & Plumbing:
GILMEAD
150 CALIFORNIA ST., 2ND FLOOR
SAN FRANCISCO, CA 94111
(415) 208-7557

General Contractor:
W.E. OWENS CONSTRUCTION
4000 MARICOPA DR. SUITE 500
PLEASANTON, CA 94609
(925) 466-2990

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70561.00

DRAWING TITLE:
SITE CROSS-SECTIONS

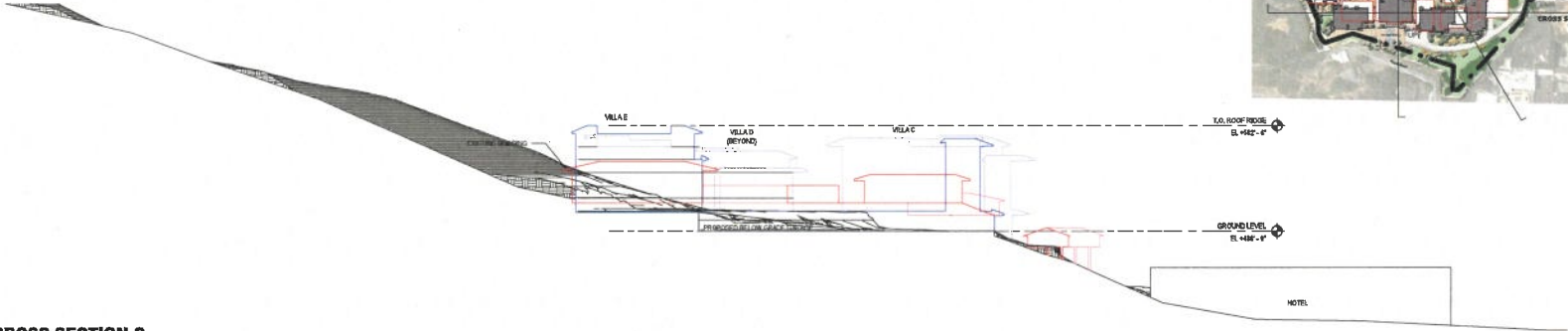
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A207

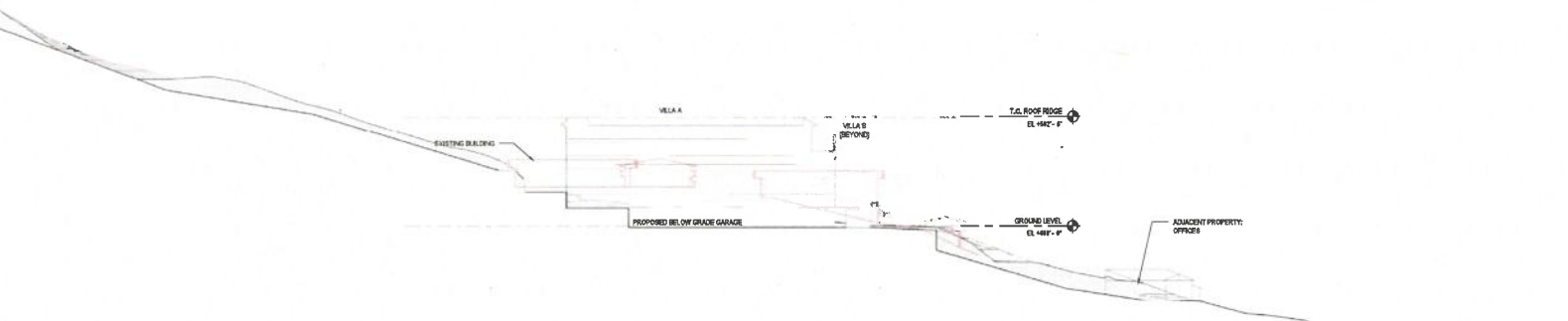
PLANNING SUBMITTAL

MAY 31, 2024

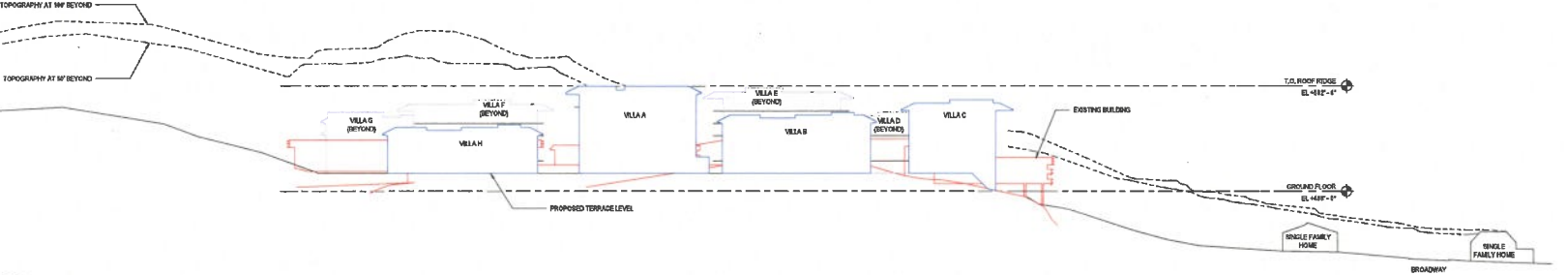
3 CROSS SECTION C
1" = 50'-0"



2 CROSS SECTION B
1" = 10'-0"



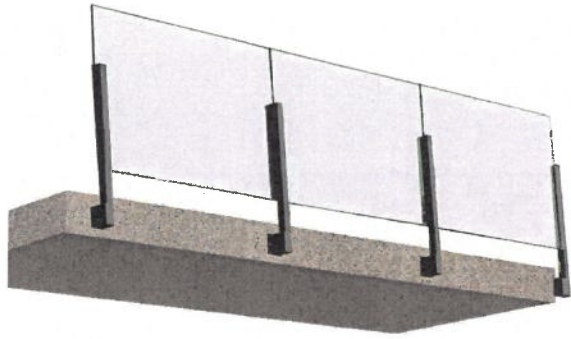
1 CROSS SECTION A
1" = 50'-0"



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NO.	DATE	ISSUE

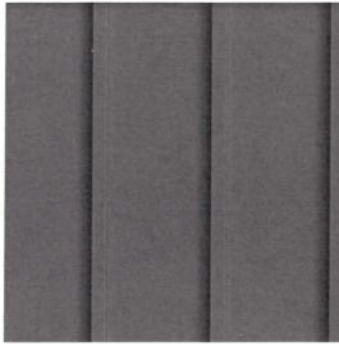
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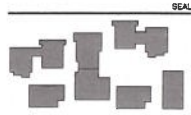
BALCONY GUARDRAIL ASSEMBLY STYLE
(GL-2) GUARDRAIL GLASS
(EX-2) BALCONY FINISH



WOOD-LOOK ALUMINUM SOFFIT



(RF-1) STANDING SEAM ROOF



PERKINS EASTMAN
 135 Montgomery St., Suite 2000
 San Francisco, CA 94104
 T: 415.774.7900

Applicant:
ROCKWOOD PACIFIC
 38 SOUTH AVENUE DRIVE
 OROVILLE, CA 95965
 (415) 815-7344

Owner:
FRENCH PORCH
 500 N. BRAND BLVD., 19TH FLOOR
 GLENDALE, CA 91203
 (925) 854-7000

CM/Architect:
WIMBLET-NORRIS
 4537 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 (925) 396-4440

Landscape:
D. LAWRENCE GATES

Structural:
KUPFF CONSULTING ENGINEERS
 40 FREDMONT ST., 20TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 398-1000

Mechanical, Electrical & Plumbing:
GLUMBERG
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7007

General Contractor:
W.J. O'NEIL CONSTRUCTION
 4200 HAWTHORNE DR. SUITE 100
 PLEASANTON, CA 94588
 (925) 666-0290

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
MATERIAL BOARD

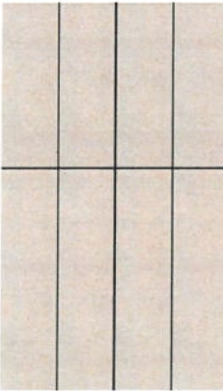
SCALE:
A208

PLANNING SUBMITTAL

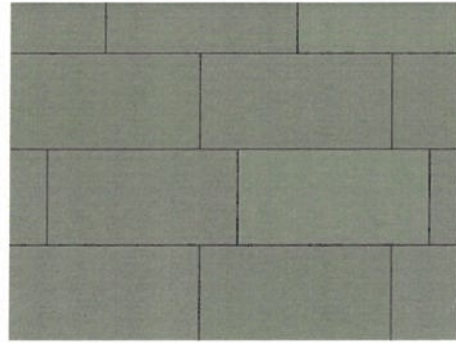
MAY 31, 2024



(ST-1) STONE TILE



(MP-2) VERTICAL STANDING SEAM



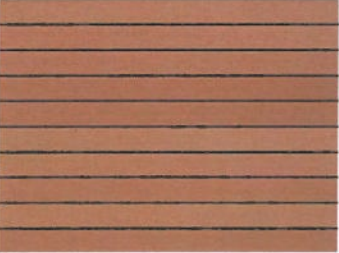
(MP-1) METAL PANEL SIDING



(MC-1) PAINTED METAL



LIGHT FIXTURE EXTERIOR (WALL-MOUNTED SCONCE) AT ENTRY CANOPY



(MP-3) HORIZONTAL METAL PANEL W/ WOOD-LOOK



(EX-1) CONCRETE PANEL SIDING



LIGHT FIXTURE EXTERIOR (WALL-MOUNTED SCONCE) AT BALCONIES

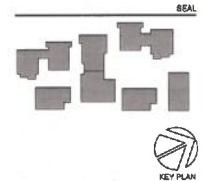
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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



4 ADJACENT PROPERTIES MAP - PROPOSED
1" = 500'



PERKINS EASTMAN
100 Montgomery St., Suite 2000
San Francisco, CA 94104
T: +1 415 229 7900

Applicant:
ROCKWOOD PACIFIC
36 SOUTHWOOD DRIVE
OAKLAND, CA 94603
(415) 816-7344

Owner:
PRINITY FOREST
800 N. BRAND BLVD, 19TH
FLOOR GLENDALE, CA 91201
(626) 955-7400

City / SAC:
KIMBLEY-HOBBS
4627 CHERRY DRIVE, SUITE 300
PLEASANTON, CA 94568
(925) 758-4440

Landscape:
D. LAWRENCE GATES

Structural:
KPF CONSULTING ENGINEERS
45 FREEMONT ST., 20TH FLOOR
SAN FRANCISCO, CA 94105
(415) 765-1004

Mechanical, Electrical & Plumbing:
BLUMBERG
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7557

General Contractor:
W.J. O'NEIL CONSTRUCTION
4200 MARICOPA DR SUITE 500,
PLEASANTON, CA 94568
(925) 466-2290

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

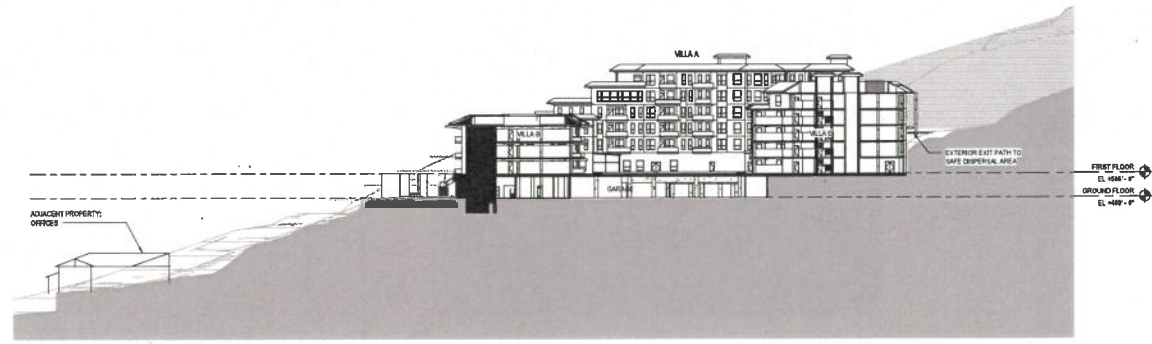
DRAWING TITLE:
OVERALL SITE SECTION

SCALE: As Indicated

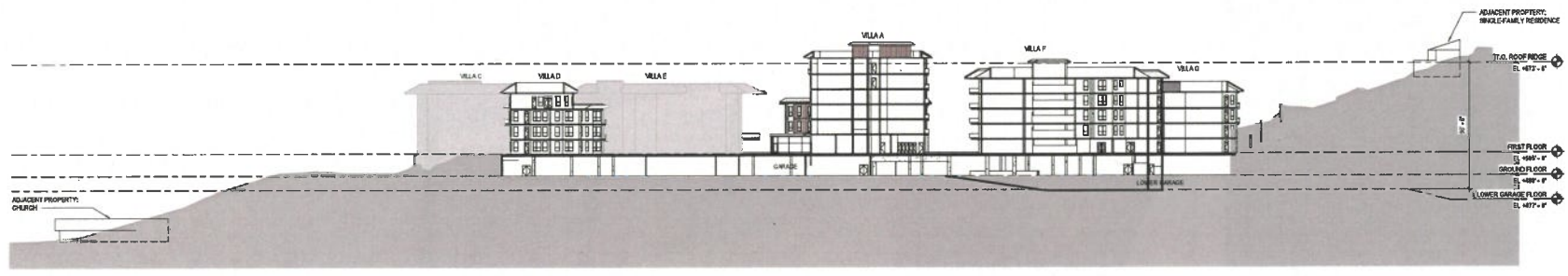
A301

PLANNING SUBMITTAL

MAY 31, 2024

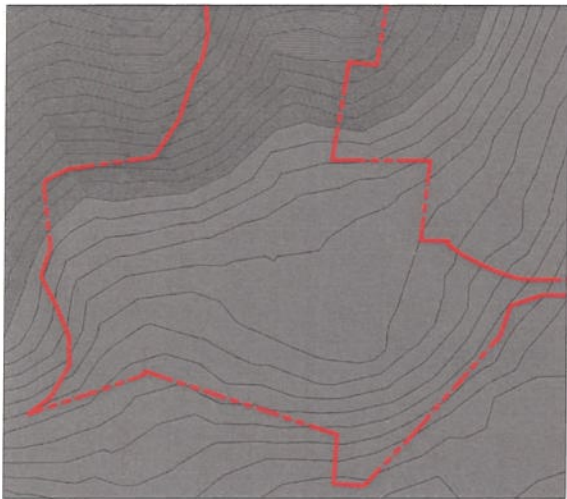


2 SITE - Overall NS Section
1" = 40'



1 SITE - Overall WE Section
1" = 40'

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9 SHADOW STUDY-TERRAIN ONLY_December 21_1500
1/4" = 14'



8 SHADOW STUDY-TERRAIN ONLY_December 21_1200
1/4" = 14'



7 SHADOW STUDY-TERRAIN ONLY_December 21_0900
1/4" = 14'



6 SHADOW STUDY_December 21_1500
1" = 100'



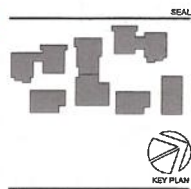
5 SHADOW STUDY_December 21_1200
1" = 100'



4 SHADOW STUDY_December 21_0900
1" = 100'

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
180 Montgomery St., Suite 2200
San Francisco, CA 94104
T: +1 415 774 7900

Applicant:
RIDGWOOD PACIFIC
36 SOUTHWOOD DRIVE
ORLANDO, CA 94653
(415) 816-7344

Owner:
FRONT PORCH
800 W. BRAND BLVD., 18TH
FLOOR GLENDALE, CA 91203
(625) 355-7400

Chief of File:
KIMBLEY-HORN
4527 CHASLOT DRIVE, SUITE 200
PLEASANTON, CA 94588
(925) 398-6880

Landscape:
D. LAWRENCE GATES

Structural:
KPPY CONSULTING ENGINEERS
45 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 385-5500

Mechanical, Electrical & Plumbing:
OLUMAC
150 CALIFORNIA ST., 3RD FL. OOR
SAN FRANCISCO, CA 94111
(415) 398-7857

General Contractor:
WELLS OTHER CONSTRUCTION
4309 HACIENDA DR SUITE 530,
PLEASANTON, CA 94609
(925) 465-2950

PROJECT TITLE:
LOS GATOS
MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
SHADOW STUDY -
DECEMBER

SCALE: As Indicated

A400

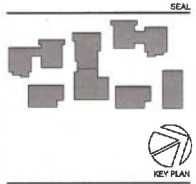
PLANNING SUBMITTAL
MAY 31, 2024

NOTE: SEPARATE STUDY OF SHADOW IMPACT ON TERRAIN ONLY DOES NOT INCLUDE TREES ON HILLSIDE AS A CONSERVATIVE APPROACH TO UNDERSTAND THE IMPACT OF THE HILLSIDE ON SITE SHADING PRIOR TO THE PROPOSED DEVELOPMENT.

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9/17/2024 11:11:35 AM

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



**PERKINS
EASTMAN**
110 Montgomery St., Suite 2000
San Francisco, CA 94104
T: 415 774 7900



6 SHADOW STUDY-TERRAIN ONLY June 21 1500
1" = 100'



5 SHADOW STUDY-TERRAIN ONLY June 21 1200
1" = 100'



4 SHADOW STUDY-TERRAIN ONLY June 21 0900
1" = 100'

Architect:
ROCKWOOD PACIFIC
28 SOUTHWOOD DRIVE
OROBON, CA 94553
(415) 878-7944

Owner:
BROOKLYN BORG
400 N. BRAND BLVD. 18TH
FLOOR MENLO PARK, CA 94025
(650) 956-7400

Chief of File:
KIMBLEY-JOHN
4837 CHABOT DRIVE, SUITE 500
PLEASANTON, CA 94588
(925) 384-4840

Landscape:
D. LAWRENCE GATES

Structural:
BEYER CONSULTING ENGINEERS
45 FREMONT ST. 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 863-5004

Mechanical, Electrical & Plumbing:
GIULIANI
100 CALIFORNIA ST. 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7667

General Contractor:
WEL, OWELL CONSTRUCTION
4200 HACIENDA DR SUITE 500
PLEASANTON, CA 94588
(925) 465-2860

PROJECT TITLE:
**LOS GATOS
MEADOWS**

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

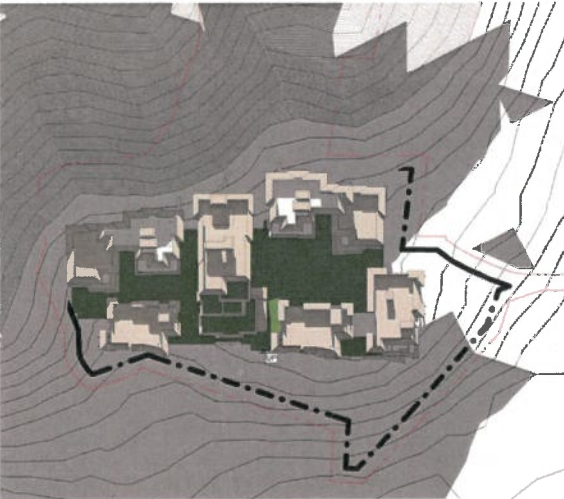
DRAWING TITLE:
**SHADOW STUDY -
JUNE**

SCALE: As Indicated

A401

PLANNING SUBMITTAL

MAY 31, 2024



3 SHADOW STUDY June 21 1500
1" = 100'



2 SHADOW STUDY June 21 1200
1" = 100'



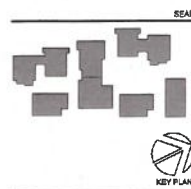
1 SHADOW STUDY June 21 0900
1" = 100'

NOTE: SEPARATE STUDY OF SHADOW IMPACT ON TERRAIN ONLY DOES NOT INCLUDE TREES ON HILLSIDE AS A CONSERVATIVE APPROACH TO UNDERSTAND THE IMPACT OF THE HILLSIDE ON SITE SHADING PRIOR TO THE PROPOSED DEVELOPMENT.

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 300
San Francisco, CA 94104
T. 415 435 7000

Applicant:
ROCKWOOD PACIFIC
36 SOUTHWOOD DRIVE
CORSICA, CA 94023
(415) 818-7944

Owner:
FREMONT FORTUNE
800 N. BRAND BLVD, 19TH
FLOOR CLEVELAND, CA 94709
(925) 854-7400

CM / J / SRC:
KIMBLE-HARRIS
4637 CHASCOY DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 392-4400

Landscape:
D. LAWRENCE GATES

Structure:
JERRY SCHNEIDER ENGINEERS
41 FREMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 398-1004

Mechanical, Electrical & Plumbing:
WILLIAMS
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 394-7887

General Contractor:
W.E. O'RIEL CONSTRUCTION
4205 HACIENDA DR. SUITE 504
PLEASANTON, CA 94588
(925) 455-2990

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70561.00

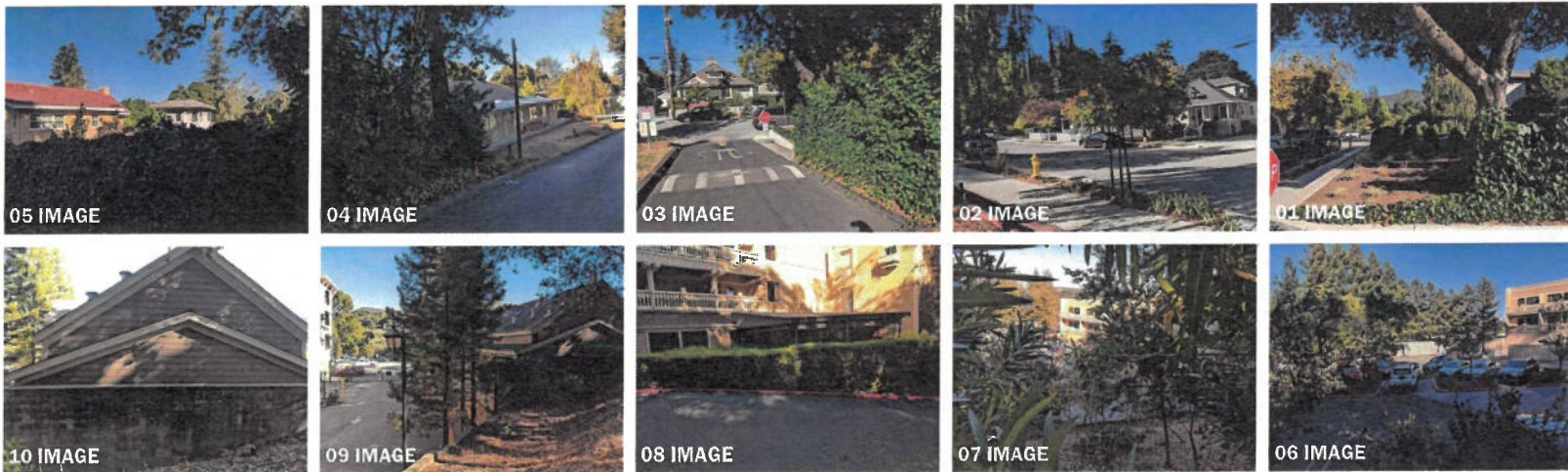
DRAWING TITLE:
SITE PHOTOS

SCALE: As Indicated

A402

PLANNING SUBMITTAL

MAY 31, 2024



2 **SITE PHOTOS 01-10**
1"=100'



1 **AERIAL VIEW DIAGRAM_SITE PHOTOS 01-10**
1"=100'

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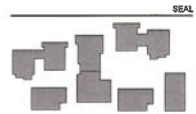
2 SITE PHOTOS 11-20



1 AERIAL VIEW DIAGRAM SITE PHOTOS 11-20

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 2200
San Francisco, CA 94104
T: 415 939 7600

Applicant:
REDWOOD PACIFIC
35 SOUTHWOOD DRIVE
ORLANDO, CA 94053
(415) 918-7344

Owner:
FRONTIER FORECM
800 N. GRAND BLVD., 19TH
FLOOR GLENDALE, CA 91205
(951) 956-7100

City / State:
MILLBURY-WHELER
4637 CHAMBOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 338-6440

Landscape:
S. LAWRENCE GATSBY

Structure:
KPF CONSULTANTS ENGINEERS
46 FREDMONT ST., 20TH FLOOR
SAN FRANCISCO, CA 94105
(415) 862-1004

Mechanical, Electrical & Plumbing:
GLUSKAC
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 268-7057

General Contractor:
W.J. O'NEAL CONSTRUCTION
4205 HACIENDA DR. SUITE 300,
PLEASANTON, CA 94588
(925) 666-2990

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
SITE PHOTOS

SCALE: As Indicated
A403

PLANNING SUBMITTAL
MAY 31, 2024

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05/31/2024 11:20:06 AM



1 **SITE PHOTOS 21-29**
 1" = 10'4"

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS + EASTMAN
 100 Montgomery St., Suite 2300
 San Francisco, CA 94104
 T: +1 415 838 7900

Applicant:
ROCKWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORINDA, CA 94553
 (415) 916-7944

Owner:
FRONT PORCH
 800 N. ESANO BLVD., 10TH FLOOR
 GARDEN GROVE, CA 92643
 (855) 956-7400

Civil Site:
HOWLEY-HORNE
 4657 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94566
 (925) 396-6840

Landscape:
D. LAWRENCE GAYES

Structural:
KPFY CONSULTING ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 998-1904

Mechanical, Electrical & Plumbing:
GI LEMBO
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7827

General Contractor:
MILL OFFSHORE CONSTRUCTION
 4308 HACIENDA DR. SUITE 530
 PLEASANTON, CA 94566
 (925) 456-2900



2 **AERIAL VIEW DIAGRAM SITE PHOTOS 21-29**
 1" = 10'4"

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PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
SITE PHOTOS

SCALE: As Indicated

A404

PLANNING SUBMITTAL
 MAY 31, 2024

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION

SEAL



KEY PLAN

**PERKINS
EASTMAN**
100 Montgomery St., Suite 2500
San Francisco, CA 94104
T: 415 774 7000

Applicant:
ROCKWOOD PACIFIC
36 BOUTHWOOD DRIVE
OSYDIA, CA 94503
(415) 616-7544

Owner:
FRONTIER FOREX
800 N. BRAND BLVD, 19TH
FLOOR CLEVELAND, OH 44103
(925) 956-7400

Site:
KOBLEY-HORN
4627 CHARLOT DRIVE, SUITE 300
PLEASANTON, CA 94608
(925) 396-8840

Architect:
R. LAWRENCE BATES

Structural:
RUFFY CONSULTING ENGINEERS
45 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 365-1004

Mechanical, Electrical & Plumbing:
BLUMBERG
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7887

General Contractor:
W.E. OWENS CONSTRUCTION
4209 MACIENDA DR SUITE 830,
PLEASANTON, CA 94588
(925) 464-2990

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
RENDERING IMAGES

SCALE: As Indicated

A405

PLANNING SUBMITTAL

MAY 31, 2024



02 RENDERING IMAGE - COURTYARD
1" = 16'



01 RENDERING IMAGE - APPROACH
1" = 16'



1ST FLOOR - RENDERING KEY
1" = 32'

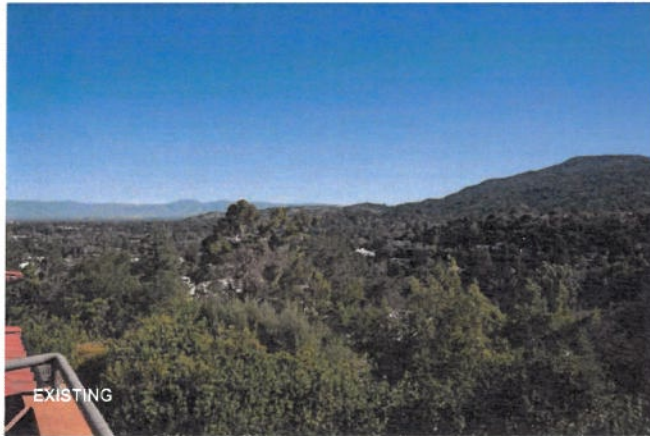
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NO.	DATE	ISSUE

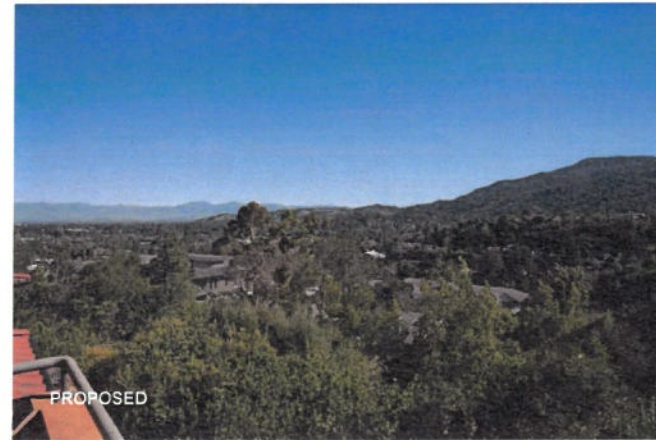
NOT FOR CONSTRUCTION

VIEW CORRIDORS

135 WOOD ROAD



EXISTING



PROPOSED



PERKINS EASTMAN
 100 Montgomery St., Suite 2500
 San Francisco, CA 94104
 T. +1 415 928 7800

Applicant:
 REDWOOD PACIFIC
 38 SOUTHWOOD DRIVE
 ORINDA, CA 94553
 (925) 855-7400

Owner:
 CQVA
 2185 N CALIFORNIA BLVD, SUITE 215
 WALNUT CREEK, CA 94598
 (925) 855-7400

Civil / Site:
 KIMBLEY-HOERN
 8571 CROW CANYON RD
 PLEASANTON, CA 94588
 (925) 789-4540

Landscape:
 BATES + ASSOCIATES
 2671 CROW CANYON RD
 SAN RAMON, CA 94583
 (925) 734-8178

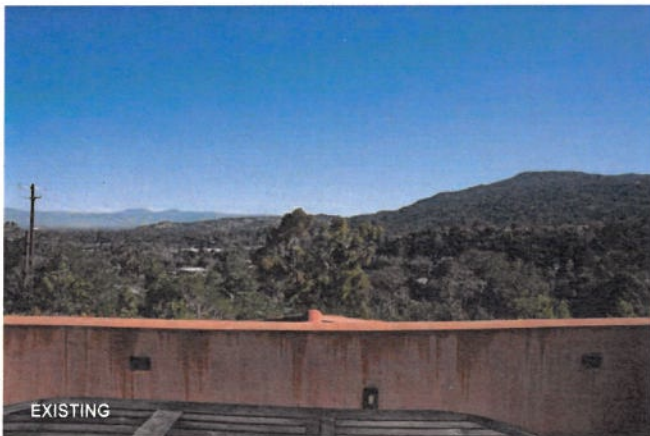
Structure:
 KPFF CONSULTING ENGINEERS
 45 FLEMING ST., 28TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 969-1054

Mechanical / Electrical / Plumbing:
 BLUMAC
 110 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7947

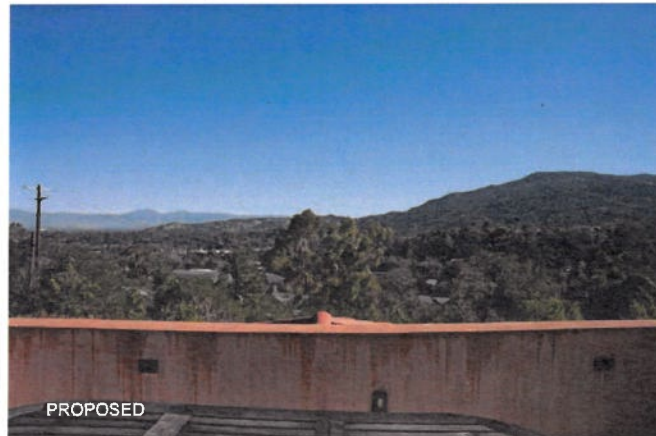
General Contractor:
 W.E. OWEN CONSTRUCTION
 4399 HACIENDA DR SUITE 500,
 PLEASANTON, CA 94566
 (925) 464-2960

VIEW CORRIDORS

135 WOOD ROAD



EXISTING



PROPOSED

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No.: 70581.00

DRAWING TITLE:
PERSPECTIVE - BEFORE AND AFTER

SCALE:
A406

PLANNING SUBMITTAL

MAY 31, 2024

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NO.	DATE	ISSUE

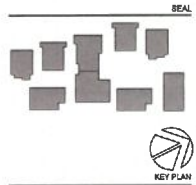
NOT FOR CONSTRUCTION

VIEW CORRIDORS

BROADWAY



VIEW CORRIDORS



PERKINS EASTMAN
100 Montgomery St., Suite 2700
San Francisco, CA 94104
T: 415 435 7900

Architect:
ROCKWOOD PACIFIC
38 SOUTHWOOD DRIVE
OSSISIA, CA 94020
(415) 819-7944

Owner:
GOVITA
2188 N CALIFORNIA BLVD, SUITE 215
WALNUT CREEK, CA 94596
(925) 958-7000

Civil / Site:
NOBLETY-HOBBAN
4857 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-4840

Landscape:
BATES & ASSOCIATES
2874 CROW CANYON RD
SAN RAFAEL, CA 94983
(925) 758-8178

Structural:
RFPF CONSULTING ENGINEERS
45 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 965-1004

Mechanical, Electrical & Plumbing:
BELENGUE
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7477

General Contractor:
M.A. DYNER CONSTRUCTION
4309 HACIENDA DR, SUITE 300
PLEASANTON, CA 94688
(925) 866-2000

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOG GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
RENDERED IMAGE PROGRESSION

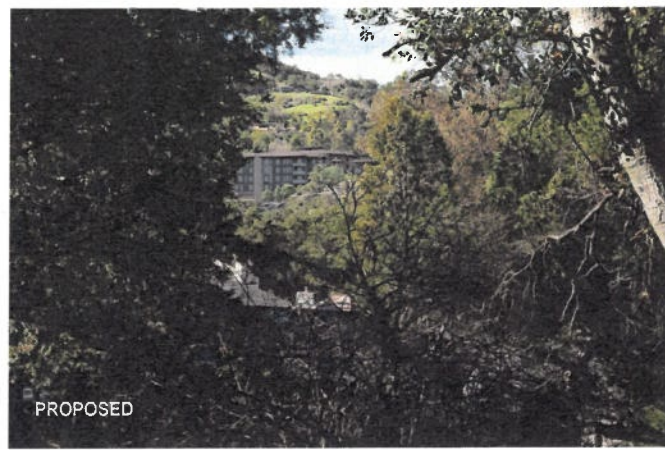
SCALE:
A407

PLANNING SUBMITTAL

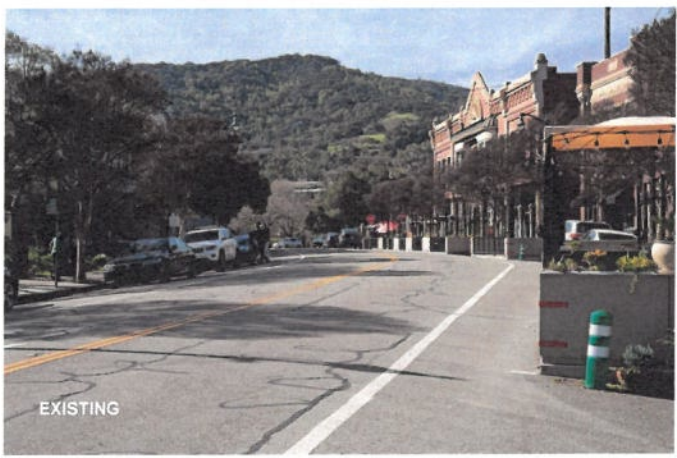
MAY 31, 2024

NO.	DATE	ISSUE

VIEW CORRIDORS



VIEW CORRIDORS



SEAL



PERKINS EASTMAN
 671 Washington Blvd.
 Suite 101
 Shelton, CT 06801
 T: +1 203 261 7400
 F: +1 203 261 7474

Owner:
 GOWRA
 2185 N CALIFORNIA BLVD, SUITE
 210
 WALNUT CREEK, CA 94596
 (925) 955-7400
 Construction Manager:
 CH HABER
 CH Address

Client/Arch:
 KOSBELY-HORN
 4837 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94566
 (925) 398-4840

Landscape:
 GUTIER & ASSOCIATES
 2871 CROW CANYON RD
 SAN RAMON, CA 94583
 (925) 738-4175
 STRUCTURE:

KIPP CONSULTING ENGINEERS
 48 FREMONT ST, 28TH FLOOR
 SAN FRANCISCO, CA 94102
 (415) 395-1004
 Mechanical & Plumbing:
 GELUMAC
 150 CALIFORNIA ST, 28th FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7857

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00
 DRAWING TITLE:
PERSPECTIVE - BEFORE AND AFTER

SCALE:
A408

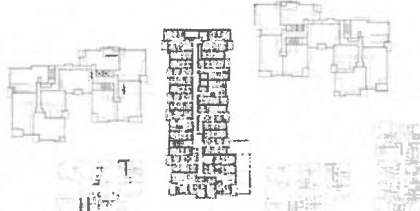
PLANNING SUBMITTAL
 MAY 31, 2024

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DATE	ISSUE

VILLA A
BUILDING LAYOUT: Second Floor

UNIT TYPE	No
One Bdrm	1
One Bdrm/ Den	6
Two Bdrm	3
Two Bdrm/ Den	2
TOTAL UNITS	12

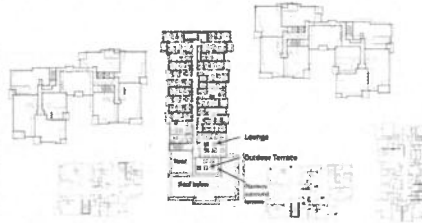


PERKINS EASTMAN LOS GATOS MEADOWS

21

VILLA A
BUILDING LAYOUT: Fifth Floor

UNIT TYPE	No
One Bdrm	1
One Bdrm/ Den	4
Two Bdrm	3
Two Bdrm/ Den	0
TOTAL UNITS	8

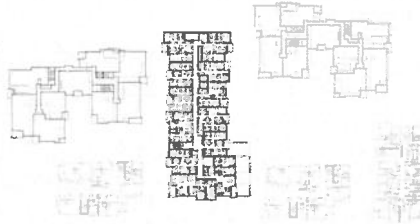


PERKINS EASTMAN LOS GATOS MEADOWS

22

VILLA A
BUILDING LAYOUT: Third Floor

UNIT TYPE	No
One Bdrm	1
One Bdrm/ Den	6
Two Bdrm	3
Two Bdrm/ Den	2
TOTAL UNITS	12

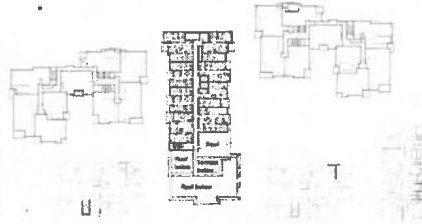


PERKINS EASTMAN LOS GATOS MEADOWS

23

VILLA A
BUILDING LAYOUT: Sixth Floor

UNIT TYPE	No
One Bdrm	1
One Bdrm/ Den	4
Two Bdrm	3
Two Bdrm/ Den	0
TOTAL UNITS	8

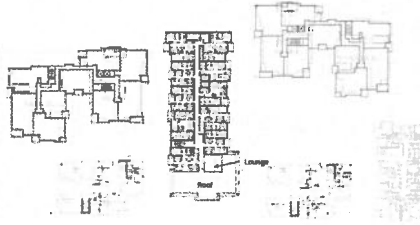


PERKINS EASTMAN LOS GATOS MEADOWS

24

VILLA A
BUILDING LAYOUT: Fourth Floor

UNIT TYPE	No
One Bdrm	1
One Bdrm/ Den	6
Two Bdrm	3
Two Bdrm/ Den	0
TOTAL UNITS	10

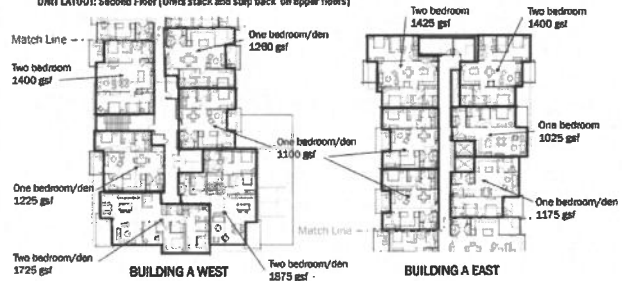


PERKINS EASTMAN LOS GATOS MEADOWS

25

VILLA A

UNIT LAYOUT: Second Floor (Units stack and step back on upper floors)



PERKINS EASTMAN LOS GATOS MEADOWS

26



PERKINS EASTMAN
177 Washington St.
Suite 1400
Beverly Hills, CA 90212
T: +1 310 281 7400
F: +1 310 281 7414

Owner:
EDVIA
2185 N CALIFORNIA BLVD, SUITE 215
VALLEJO CREEK, CA 94596
(925) 956-7400
Construction Manager:
CIB REALTY
CIB Address

Chief Site:
KIMBLE-HORN
4827 CHERRY DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 708-4440

Landscape:
MAYHEW + ASSOCIATES
3071 GRESHAM RD
SAN RAMON, CA 94583
(925) 736-4176

Structural:
KOPPE CONSULTING ENGINEERS
45 FREDERICK ST., 20TH FLOOR
SAN FRANCISCO, CA 94105
(415) 398-8000
Mechanical & Plumbing:
GELBERG
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7667

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
BUILDING A UNIT MATRIX

SCALE:
A501
PLANNING SUBMITTAL

MAY 31, 2024

VILLA B & H
BUILDING LAYOUT: First Floor

UNIT TYPE	No
One Bdrm	4
One Bdrm/ Den	4
Two Bedrm	2
Two Bedrm/ Den	2
TOTAL UNITS	12



PERKINS EASTMAN LOS GATOS MEADOWS

27

VILLA B & H
BUILDING LAYOUT: Second Floor

UNIT TYPE	No
One Bdrm	2
One Bdrm/ Den	6
Two Bedrm	2
Two Bedrm/ Den	2
TOTAL UNITS	12

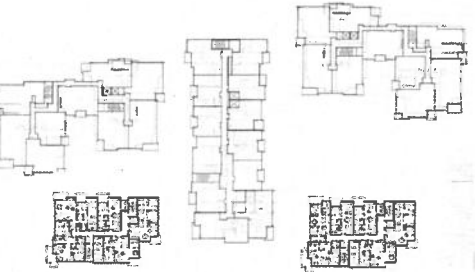


PERKINS EASTMAN LOS GATOS MEADOWS

28

VILLA B & H
BUILDING LAYOUT: Third Floor

UNIT TYPE	No
One Bdrm	1
One Bdrm/ Den	3
Two Bedrm	5
Two Bedrm/ Den	2
TOTAL UNITS	11



PERKINS EASTMAN LOS GATOS MEADOWS

29

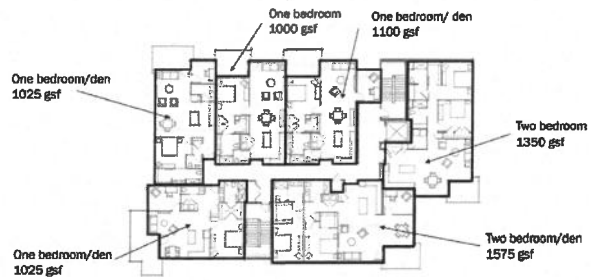
VILLA H (VILLA B SIMILAR)
UNIT LAYOUT: First Floor



PERKINS EASTMAN LOS GATOS MEADOWS

30

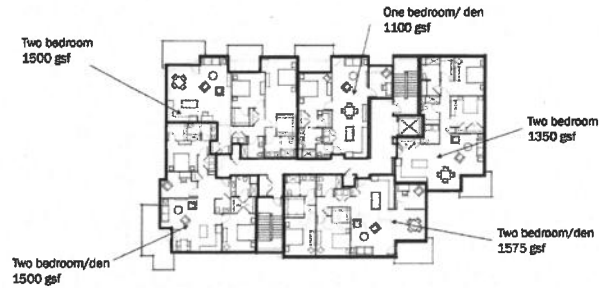
VILLA H (VILLA B SAME ON FLOORS 2 & 3)
UNIT LAYOUT: Second Floor



PERKINS EASTMAN LOS GATOS MEADOWS

31

VILLA H
UNIT LAYOUT: Third Floor

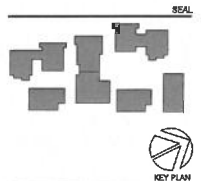


PERKINS EASTMAN LOS GATOS MEADOWS

32

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery St., Suite 2500
San Francisco, CA 94104
T: +1 415 625 7500

Applicant:
ROCKWOOD PACIFIC
38 SOUTHWOOD DRIVE
ORINDA, CA 94507
(415) 915-7604

Owner:
FRONT PORCH
800 N. SHAW BLVD., 19TH
FLOOR GLENDALE, CA 91203
(626) 955-7400

City / State:
KIMBLEY-HORN
WEST CHESTNUT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 308-4500

Landscape:
DR. LAWRENCE GATES

Structure:
KIPP CONSULTING ENGINEERS
45 WHEATCROFT ST., 28TH FLOOR
SAN FRANCISCO, CA 94103
(415) 399-1200

Mechanical, Electrical & Plumbing:
OLMSTEAD
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 399-7467

General Contractor:
W.E. O'NEIL CONSTRUCTION
4009 MACENEDA DR. SUITE 500,
PLEASANTON, CA 94588
(925) 466-2990

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
BUILDING B-H UNIT MATRIX

SCALE:
A502

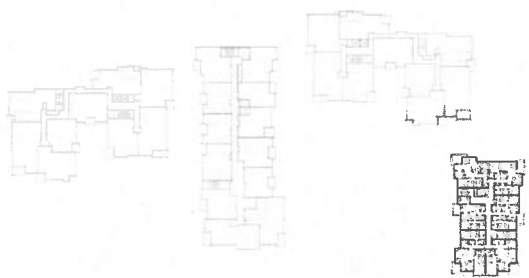
PLANNING SUBMITTAL
MAY 31, 2024

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION

VILLA C
BUILDING LAYOUT: First Floor

UNIT TYPE	No
One Bdrm	1
One Bdrm/ Den	2
Two Bdrm	2
Two Bdrm/ Den	1
TOTAL UNITS	6

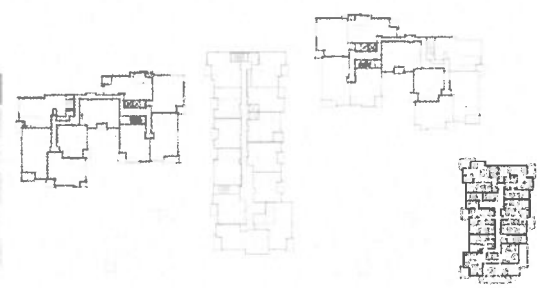


PERKINS EASTMAN LOS GATOS HEADQUARTERS

23

VILLA C
BUILDING LAYOUT: Fourth Floor

UNIT TYPE	No
One Bdrm	0
One Bdrm/ Den	2
Two Bdrm	2
Two Bdrm/ Den	1
TOTAL UNITS	5

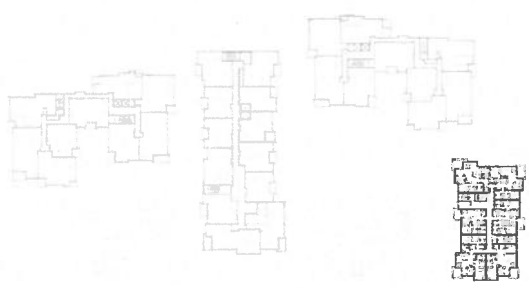


PERKINS EASTMAN LOS GATOS HEADQUARTERS

24

VILLA C
BUILDING LAYOUT: Second Floor

UNIT TYPE	No
One Bdrm	0
One Bdrm/ Den	3
Two Bdrm	2
Two Bdrm/ Den	1
TOTAL UNITS	6

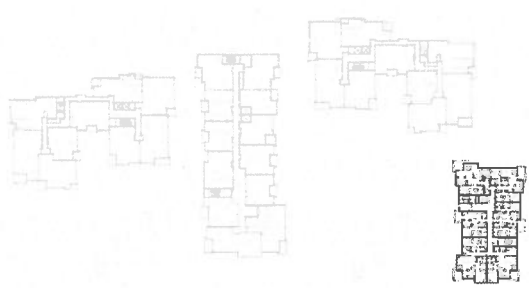


PERKINS EASTMAN LOS GATOS HEADQUARTERS

25

VILLA C
BUILDING LAYOUT: Third Floor

UNIT TYPE	No
One Bdrm	0
One Bdrm/ Den	3
Two Bdrm	2
Two Bdrm/ Den	1
TOTAL UNITS	6



PERKINS EASTMAN LOS GATOS HEADQUARTERS

26



PERKINS EASTMAN
120 Montgomery St., Suite 2000
San Francisco, CA 94104
T: +1 415 828 7800

Architect:
ROCKWELL PACIFIC
38 SOUTHWOOD DRIVE
ORLANDO, CA 94053
(415) 818-7244

Owner:
FRONTIER FORECS
800 N. BRAND BLVD, 19TH
FLOOR GLENDALE, CA 91203
(626) 958-7400

CM / EPC:
KIMLEY-HORN
4437 CHASCT DRIVE, SUITE 200
PLEASANTON, CA 94588
(925) 396-4440

Landscape:
D. LAWRENCE GATES

Structure:
KPMF CONSULTING ENGINEERS
46 FRESHWATER ST., 20TH FLOOR
SAN FRANCISCO, CA 94103
(415) 868-7204

Mechanical, Electrical & Plumbing:
GLS/MAC
155 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7057

General Contractor:
W.E. OWENS CONSTRUCTION
4300 HAZENBEN DR. SUITE 510
PLEASANTON, CA 94588
(925) 465-2980

PROJECT TITLE:
LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70561.00

DRAWING TITLE:
BUILDING C UNIT MATRIX

SCALE:
A503

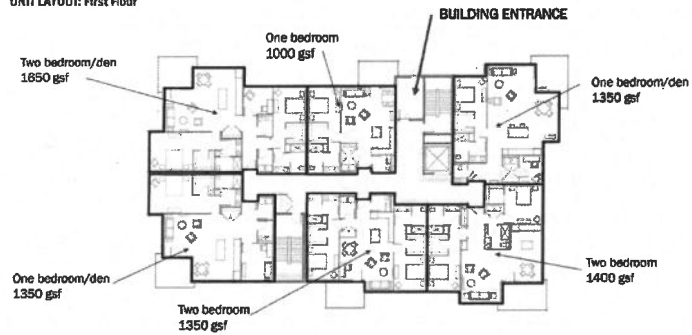
PLANNING SUBMITTAL

MAY 31, 2024

NO.	DATE	ISSUE

NOT FOR CONSTRUCTION

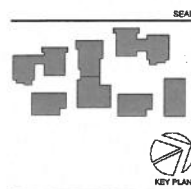
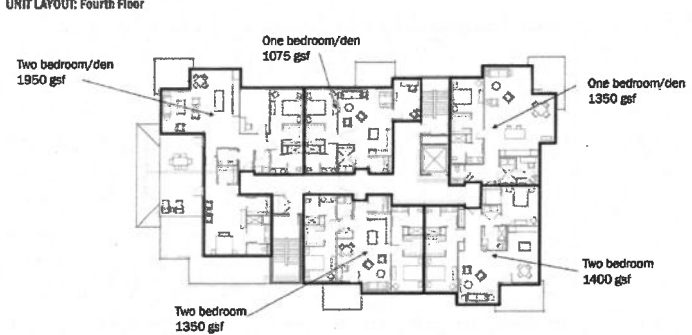
VILLA C
UNIT LAYOUT: First Floor



VILLA C
UNIT LAYOUT: Second & Third Floors



VILLA C
UNIT LAYOUT: Fourth Floor



PERKINS EASTMAN
150 Montgomery St., Suite 2000
San Francisco, CA 94104
T: +1 415 438 7000

Applicant: ROCKWOOD PACIFIC
36 SOULTRAVOOD DRIVE
ORLANDO, CA 94053
(415) 816-7344

Owner: PINEHILL FORECLOSURE
800 N. BRAND BLVD., 19TH FLOOR
GLENDALE, CA 91203
(626) 956-7400

CM / GC: HENKELT HANSEN
4537 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-8400

Landscape: D. LAWRENCE GAYES

Structure: KIPPY CONSULTING ENGINEERS
45 FREEMONT ST., 28TH FLOOR
SAN FRANCISCO, CA 94105
(415) 398-1204

Mechanical, Electrical & Plumbing: GILGUSAC
150 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7867

General Contractor: WELLS O'NEIL CONSTRUCTION
4200 HAYDEN DR. SUITE 500
PLEASANTON, CA 94588
(925) 464-2900

PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70581.00
DRAWING TITLE:
BUILDING C UNIT PLANS

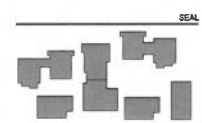
SCALE:
A504

PLANNING SUBMITTAL
MAY 31, 2024

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
100 Montgomery Bl., Suite 2100
San Francisco, CA 94104
T: +1 415 224 7600

Applicant:
REDWOODS PACIFIC
38 SOUTHWOOD DRIVE
CROCKER, CA 94533
(415) 816-2944
Owner:
FRONT PORCH
800 N. BRAND BLVD., 19TH
FLOOR GLENDALE, CA 91203
(951) 952-7100
Civil / Site:
MURPHY+KOPPEL
4537 CHERRY DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 798-4500
Landscape:
D. LAWRENCE GATES

Structural:
KOPPEL CONSULTING ENGINEERS
45 FREMONT ST., 31ST FLOOR
SAN FRANCISCO, CA 94105
(415) 398-1004
Mechanical, Electrical & Plumbing:
GLUMAC
550 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7857
General Contractor:
W.S. OPRELL CONSTRUCTION
4200 HACIENDA DR. SUITE 530,
PLEASANTON, CA 94588
(925) 465-2900

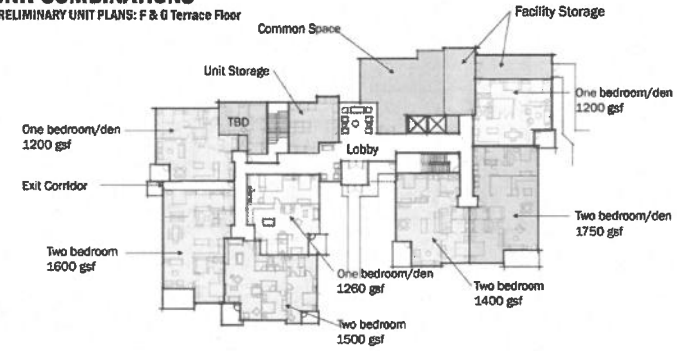
PROJECT TITLE:
LOS GATOS MEADOWS
110 WOOD ROAD
LOS GATOS, CA 95030
PROJECT No: 70581.00
DRAWING TITLE:
**BUILDING D-E & F-G
UNIT PLANS**

SCALE:
A505

PLANNING SUBMITTAL
MAY 31, 2024

UNIT COMBINATIONS

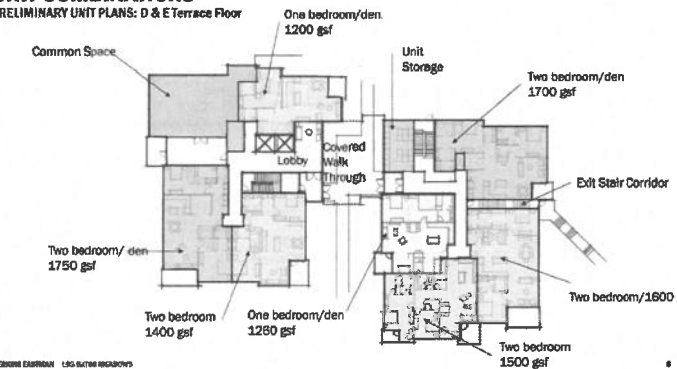
PRELIMINARY UNIT PLANS: F & G Terrace Floor



PERKINS EASTMAN 110 GATOS MEADOWS

UNIT COMBINATIONS

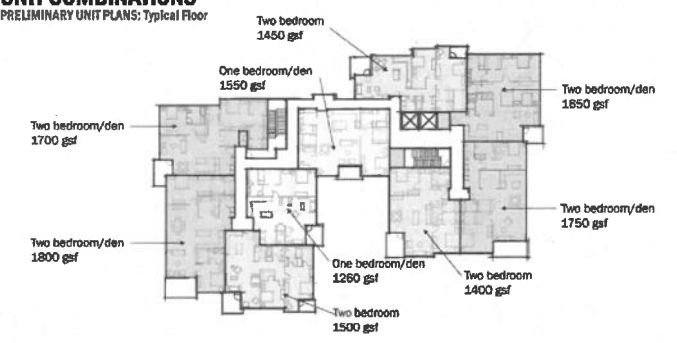
PRELIMINARY UNIT PLANS: D & E Terrace Floor



PERKINS EASTMAN 110 GATOS MEADOWS

UNIT COMBINATIONS

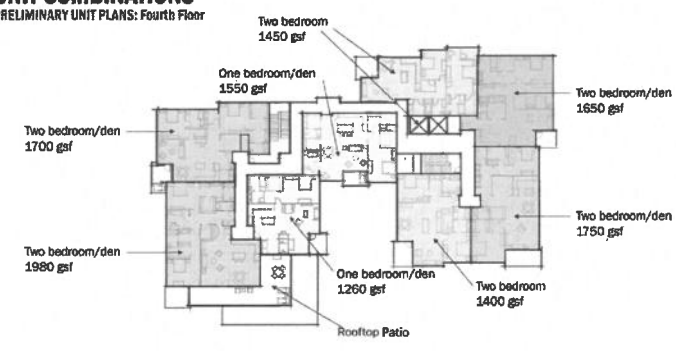
PRELIMINARY UNIT PLANS: Typical Floor



PERKINS EASTMAN 110 GATOS MEADOWS

UNIT COMBINATIONS

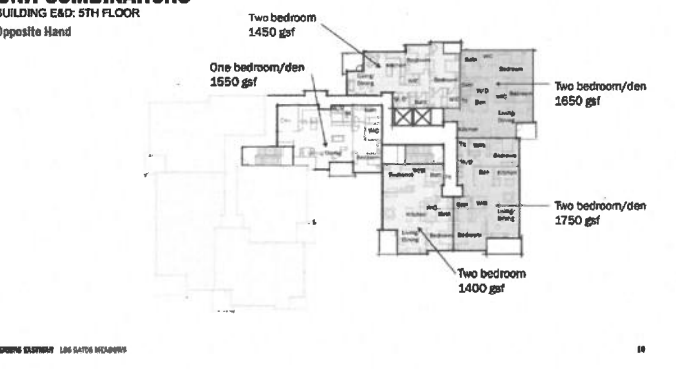
PRELIMINARY UNIT PLANS: Fourth Floor



PERKINS EASTMAN 110 GATOS MEADOWS

UNIT COMBINATIONS

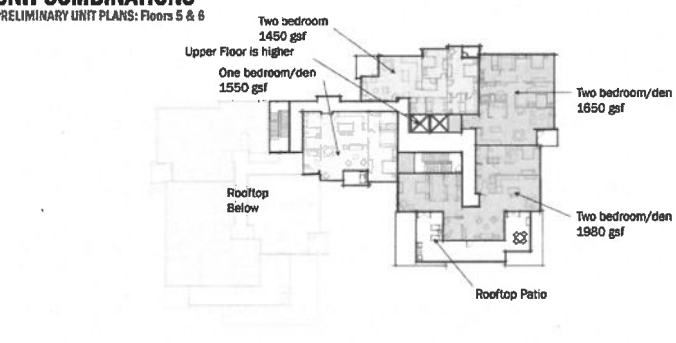
BUILDING E&D, 5TH FLOOR
Opposite Hand



PERKINS EASTMAN 110 GATOS MEADOWS

UNIT COMBINATIONS

PRELIMINARY UNIT PLANS: Floors 5 & 6

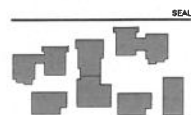


PERKINS EASTMAN 110 GATOS MEADOWS

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION



PERKINS EASTMAN
 180 Montgomery St., Suite 200
 San Francisco, CA 94104
 T: +1 415 774 7000

Approver:
 BLACKWOOD PACIFIC
 36 SOUTHWOOD DRIVE
 ORINDA, CA 95053
 (415) 916-7944

Owner:
 PERKINS EASTMAN
 800 N. BRAND BLVD., 19TH
 FLOOR, OAKLAND, CA 94612
 (510) 862-7400

CM / Svc:
 ROBERT ANDERSON
 4637 CHABOT DRIVE, SUITE 200
 PLEASANTON, CA 94588
 (925) 396-4400

Landscape:
 G. LAWRENCE GATES

Structure:
 KIPPY ROSSMITH ENGINEERS
 45 FREMONT ST., 28TH FLOOR
 SAN FRANCISCO, CA 94105
 (415) 956-1004

Mechanical, Electrical & Plumbing:
 BLOOMER
 150 CALIFORNIA ST., 3RD FLOOR
 SAN FRANCISCO, CA 94111
 (415) 398-7887

General Contractor:
 W&L O'NEIL CONSTRUCTION
 4300 HAZENBACH DR., SUITE 300
 PLEASANTON, CA 94588
 (925) 460-2800

PROJECT TITLE:
 LOS GATOS MEADOWS
 110 WOOD ROAD
 LOS GATOS, CA 95030

PROJECT No: 70581.00

DRAWING TITLE:
 BUILDING D-E & F-G
 UNIT MATRIX

SCALE:
A506
 PLANNING SUBMITTAL
 MAY 31, 2024

UNIT COMBINATIONS
 BUILDING LAYOUTS: Floor 2



PERKINS EASTMAN LOS GATOS MEADOWS

UNIT COMBINATIONS
 BUILDING LAYOUTS: Floor 3



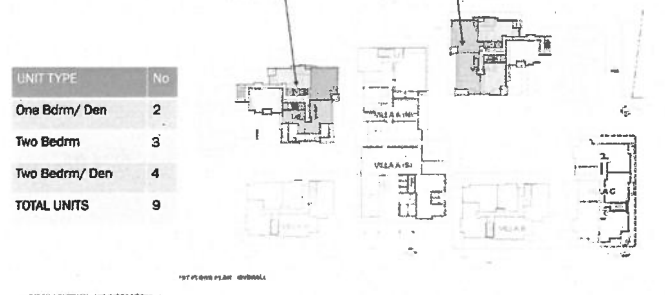
PERKINS EASTMAN LOS GATOS MEADOWS

UNIT COMBINATIONS
 BUILDING LAYOUTS: Floor 4



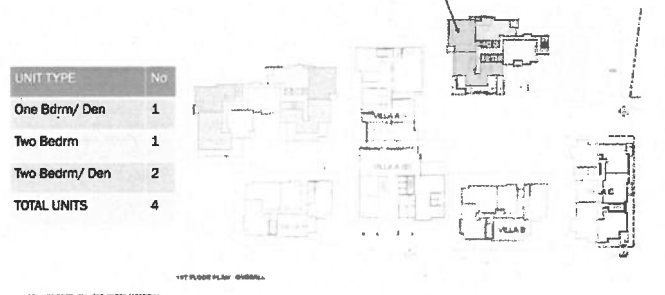
PERKINS EASTMAN LOS GATOS MEADOWS

UNIT COMBINATIONS
 BUILDING LAYOUTS: Floor 5



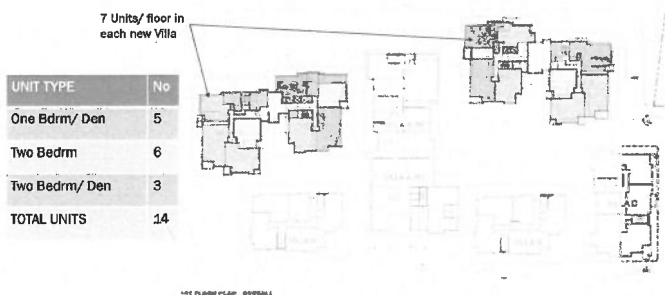
PERKINS EASTMAN LOS GATOS MEADOWS

UNIT COMBINATIONS
 BUILDING LAYOUTS: Floor 6



PERKINS EASTMAN LOS GATOS MEADOWS

UNIT COMBINATIONS
 BUILDING LAYOUTS: Ground Floor



PERKINS EASTMAN LOS GATOS MEADOWS

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NO.	DATE	ISSUE

NOT FOR CONSTRUCTION

SEAL



PERKINS EASTMAN
100 Montgomery Ct., Suite 2100
San Francisco, CA 94104
T: +1 415 924 7600

Applicant:
ROCKWOOD PACIFIC
35 SOUTHWOOD DRIVE
COSTA, CA 94023
(415) 816-7544
Owner:
PRIMET PAPER
500 N. BRAND BLVD., 19TH
FLOOR GLENDALE, CA 91203
(626) 958-1100
Civil / Site:
KIMBLEY ANDERSON
4627 CASABT DRIVE, SUITE 300
PLEASANTON, CA 94588
(925) 398-4400
Landscape:
D. LAWRENCE GATES

Structure:
KPF CONSULTING ENGINEERS
45 TULAMONT ST., 20TH FLOOR
SAN FRANCISCO, CA 94102
(415) 963-1004
Mechanical, Electrical & Plumbing:
BLUMBERG
100 CALIFORNIA ST., 3RD FLOOR
SAN FRANCISCO, CA 94111
(415) 398-7057
General Contractor:
W.J. O'NEIL CONSTRUCTION
4309 HACIENDA DR. SUITE 500,
PLEASANTON, CA 94588
(925) 466-2990

PROJECT TITLE:

LOS GATOS MEADOWS

110 WOOD ROAD
LOS GATOS, CA 95030

PROJECT No: 70561.00

DRAWING TITLE:
PROJECT STATISTICS

SCALE: 1/2" = 1'-0"

A507

PLANNING SUBMITTAL

JUNE 26, 2024

Floor		Bldg A	Bldg B	Bldg C	Bldg D/E	Bldg F/G	Bldg H	Totals
Terrace	1 Bed	0	2	1	0	0	2	5
	1 Bed W/ Den	0	2	2	2	3	2	11
	2 Bed	0	1	2	3	3	1	10
	2 Bed w/ Den	0	1	1	2	1	1	6
Second	1 Bed	1	1	0	0	0	1	3
	1 Bed W/ Den	6	3	3	2	2	3	19
	2 Bed	3	1	2	3	3	1	13
	2 Bed w/ Den	2	1	1	4	4	1	13
Third	1 Bed	1	1	0	0	0	0	2
	1 Bed W/ Den	6	2	3	2	2	1	16
	2 Bed	3	3	2	3	3	2	16
	2 Bed w/ Den	2	0	1	4	4	2	13
Fourth	1 Bed	1		0	0	0		1
	1 Bed W/ Den	6		2	2	2		12
	2 Bed	3		2	2	2		9
	2 Bed w/ Den	0		1	4	4		9
Fifth	1 Bed	1			0	0		1
	1 Bed W/ Den	4			1	1		6
	2 Bed	3			2	1		6
	2 Bed w/ Den	0			2	2		4
Sixth	1 Bed	1			0			1
	1 Bed W/ Den	4			1			5
	2 Bed	3			1			4
	2 Bed w/ Den	0			2			2
Totals		50	18	23	42	37	17	187

Total units by type

1 Bed	13
1 Bed W/ Den	69
2 Bed	58
2 Bed w/ Den	47
Totals	187

LGM Unit Statistics
1/2" = 1/4"

	Current				
	Units	RSF	GSF	Height	Stories
Villa A	50	65,479	124,517 SF	93.75	3-6
Villa B	18	20,590	36,510 SF	59.0	3
Villa C	23	32,733	51,150 SF	70.0	4
Villa D/E	42	65,610	105,550 SF	70.5	4-6
Villa F/G	37	57,300	93,585 SF	93.5	4-5
Villa H	17	22,016	37,573 SF	59.0	3
				82.0	
Podium Level			49,045 SF		
Total	187	263,728	453,200 SF		
Structured Parking			83,330		
Total w/ Parking			536,530 SF		

Parking Spaces	214
Balconies (SF)	33,660
Off-Haul (CY)	SEE SHEET C104
Open Space	
Resident Count	
Staff Count	

** STORIES ARE MEASURED FROM FIRST FLOOR LEVEL (505'-0")

** HEIGHTS ARE MEASURED FROM GROUND LEVEL (488'-0")

LGM Programing Statistics
1/2" = 1/4"

**TOWN COUNCIL – February 18, 2025
PERFORMANCE STANDARDS FOR:**

**110 Wood Road
Planned Development Application PD-20-001
Environmental Impact Report EIR-21-002**

Consider a Recommendation by the Planning Commission to Approve a Planned Development for Construction of a Senior Living Community, Removal of Large Protected Trees, and Site Improvements Requiring a Grading Permit on Property Zoned R:PD. APN 510-47-038. An Environmental Impact Report has been Prepared for the Project.

**Applicant: Rockwood Pacific
Property Owner: Front Porch Communities**

PERFORMANCE STANDARDS

The following performance standards must be complied with before issuance of any grading, or construction permits (mitigation measures are so noted and are flagged with an asterisk):

TO THE SATISFACTION OF THE DIRECTOR OF COMMUNITY DEVELOPMENT:

Planning Division

1. OFFICIAL DEVELOPMENT PLANS: The Official Development Plans provided are conceptual in nature. Final building footprints, building designs, colors, and materials shall be determined during the Architecture and Site approval process.
2. ARCHITECTURE AND SITE APPROVAL REQUIRED: A separate Architecture and Site application and approval is required for the project. The Architecture and Site application may be reviewed by the Development Review Committee.
3. OFFSITE BELOW MARKET PRICE COMMITMENT: Prior to issuance of the first Building Permit, the applicant shall begin enrolling 11 below market price units at the El Sombroso Oaks Senior Housing Community, located at 15860 Poppy Lane in Los Gatos, in either the community-based or housing choice voucher program as described in the applicant's letter dated February 4, 2025 and included as a desk item to the February 4, 2025 Town Council Staff Report.
4. 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.

ATTACHMENT 1
EXHIBIT C

5. ARBORIST REQUIREMENTS: All recommendations of the 2018 project arborist report and 2020 arborist report update (HortScience Bartlett Consulting) shall be followed
6. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for trees approved for removal prior to the issuance of demolition or grading permits.
7. REPLACEMENT TREES: New trees shall be planted to mitigate the loss of trees being removed. The number of trees shall be determined using the canopy replacement table in the Tree Protection Ordinance.
8. TREE STAKING: All newly planted trees shall be double-staked using rubber tree ties prior to final inspection and issuance of occupancy permits.
9. TREE FENCING: Protective tree fencing shall be placed at the drip line of existing trees and shall remain through all phases of construction. Refer to the 2018 project arborist report and 2020 arborist report update (HortScience Bartlett Consulting) requirements. Fencing shall be six-foot high cyclone attached to two-inch diameter steel posts drive 18 inches into the ground and spaced no further than 10 feet apart. Include a tree protection fencing plan with the construction plans.
10. 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.
11. FINAL UTILITY LOCATIONS: The applicant shall submit plans showing the final locations and screening of all exterior utilities, including but not limited to, backflow preventers, Fire Department connections, transformers, utility boxes and utility meters. Utility devices shall be screened to the satisfaction of the Director of Community Development. The plans shall be submitted for review and approval prior to issuance of building permits for new construction.
12. PLAN INCONSISTENCY: Any inconsistencies between sheets shall be limited to whichever is more restrictive.
13. *AIR QUALITY MITIGATION MEASURE AQ-6-5a: During construction, the project contractor shall implement the following measures to reduce emissions of fugitive dust and engine exhaust DPM, subject to review and approval by the Community Development Director. These measures shall be included in the project plans, prior to issuance of a demolition permit:
 - a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered three (3) times per day and at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe;
 - b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered;
 - c. Avoid tracking visible soil material on to public roadways by employing the following measures if necessary: (1) Site accesses to a distance of 100 feet from public paved roads shall be treated with a 6 to 12-inch compacted layer of wood chips, mulch, or gravel and (2) washing truck tires and construction equipment prior to leaving the site;

- d. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
 - e. All vehicle speeds on unpaved roads shall be limited to five (5) mph;
 - f. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;
 - g. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points;
 - h. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation;
 - i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph and visible dust extends beyond site boundaries;
 - j. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction adjacent to sensitive receptors. Wind breaks should have no greater than 50 percent air porosity;
 - k. 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;
 - l. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time; and
 - m. Post a publicly visible sign with the telephone number and person to contact at the Town of Los Gatos regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.
14. *AIR QUALITY MITIGATION MEASURE AQ-6-5b: Prior to the issuance of the demolition permit, the project developer shall prepare, and the project contractor shall implement, a demolition and construction emissions avoidance and reduction plan demonstrating a 25 percent reduction of infant/child cancer risk and a 60 percent reduction of PM2.5 exposures at the MEI to meet the air district's risk thresholds. The plan shall be prepared prior to the issuance of a demolition permit and shall be reviewed and approved by the Community Development Director. The plan shall be accompanied by a letter signed by a qualified air quality specialist, verifying the equipment included in the plan meets the standards set forth in this mitigation measure. The plan shall include the following measures:

- a. All mobile diesel-powered off-road equipment operating on-site for more than two days and larger than 50 horsepower shall, at a minimum, meet U.S. Environmental Protection Agency (EPA) particulate matter emissions standards for Tier III engines or better. Prior to the issuance of any demolition permits, the project applicant shall submit specifications of the equipment to be used during construction and confirmation this requirement is met;
 - b. Use alternatively fueled equipment or equipment with zero emissions (i.e., aerial lifts, forklifts, and air compressors, etc., shall be either electrified or fueled by liquefied natural gas/propane);
 - c. Provide line power to the site during the early phases of construction to minimize the use of diesel-powered stationary equipment, such as generators; and
 - d. Other demonstrable measures identified by the developer that reduce emissions and avoid or minimize exposures to the affected sensitive receptors.
15. *BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-7-2: Prior to issuance of a grading permit, a qualified biologist shall conduct pre-construction surveys for woodrat middens within the development footprint and fire defensible space. These surveys shall be conducted no more than 15 days prior to the start of construction. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. All woodrat middens shall be flagged for avoidance of direct construction impacts and fire defensible space where feasible. If impacts cannot be avoided, woodrat middens shall be dismantled no more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow any occupants to disperse.

Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented by a qualified biologist and submitted to the Town, prior to issuance of a demolition and grading permit.

16. *BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-7-3: Within 14 days prior to tree removal or other construction activities such as a demolition, the project developer shall retain a qualified biologist to conduct a habitat assessment for bats and potential roosting sites in trees to be removed, within structures proposed for demolition, and in trees and structures within 50 feet of the development footprint. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within and 50 feet around the project site. 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. Locations off the site to which access is not available may be surveyed from within the site or from public areas.

If no roosting sites or bats are found, a letter report confirming absence shall be submitted by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and no further mitigation is required.

If bats or roosting sites are found, a letter report and supplemental documents shall be provided by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and the following monitoring, exclusion, and habitat replacement measures shall be implemented:

- a. If bats are found roosting outside of the nursery season (May 1 through October 1), they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, they shall 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 shall 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 California Department of Fish and Wildlife) shall be established around the roosting site within the nursery season.
- b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures within 50 feet of project disturbance activities, the individuals shall be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees or structures 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 removal methods 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 within 50 feet of any structures shall be conducted no earlier than the following day (i.e., at least one night shall be provided between initial roost eviction disturbance and tree removal/disturbance activities). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.
- c. Bat Mitigation and Monitoring Plan. If roosting habitat is identified, a Bat Mitigation and Monitoring plan will be prepared and implemented to mitigate for the loss of roosting habitat. The plan will include information pertaining to the species of bat and location of the roost, compensatory mitigation for

permanent impacts, including specific mitigation ratios and a location of the proposed mitigation area, and monitoring to assess bat use of mitigation areas. The plan will be submitted to CDFW for review and approval prior to the bat eviction activities or the removal of roosting habitat.

Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of grading and demolition permits.

17. *BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-7-4: Prior to issuance of tree removal, demolition, and grading permits, to avoid impacts to nesting birds during the nesting season (January 15 through September 15), construction activities within or adjacent to the project site boundary that include any tree or vegetation removal, demolition, or ground disturbance (such as grading or grubbing) shall be conducted between September 16 and January 14, which is outside of the bird nesting season. If this type of construction occurs during the bird nesting season, then a qualified biologist shall conduct pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project activities.

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), or if construction activities are suspended for at least 14 days and recommence during the nesting season, a qualified biologist shall conduct nesting bird surveys.

- a. Two surveys for active bird nests shall occur within 14 days prior to start of construction, with the final survey conducted within 48 hours prior to construction. Appropriate minimum survey radii surrounding each work area are 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. Locations off the site to which access is not available may be surveyed from within the site or from public areas. A report documenting survey results and plan for active bird nest avoidance (if needed) shall be completed by the qualified biologist prior to initiation of construction activities.
- b. 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.

Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of tree removal, demolition, and grading permits.

18. *BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-7-5a: To avoid impacts to a the potentially jurisdictional drainage feature, a minimum 10-foot setback from the drainage shall be maintained during tree removal, demolition, and construction activities. The drainage and setback area shall be shown on all demolition and construction plans.
19. *BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-7-5b: If disturbance will occur within ten feet of the drainage, prior to issuance of a grading permit within the project boundary, the applicant shall retain a qualified biologist to determine the extent of potential wetlands and waterways regulated by the USACE, RWQCB, and CDFW. If the USACE claims jurisdiction, the applicant shall retain a qualified biologist to obtain a Clean Water Act Section 404 Nationwide Permit. If the impacts to the drainage features do not qualify for a Nationwide Permit, the applicant shall proceed with the qualified biologist in obtaining an Individual Permit from the USACE. The applicant shall then retain a qualified biologist to coordinate with the RWQCB to obtain a Clean Water Act Section 401 Water Quality Certification. If necessary, the applicant shall also retain a qualified biologist to coordinate with the CDFW to obtain a Streambed Alteration Agreement.

To compensate for temporary and/or permanent impacts to Waters of the U.S. that would be impacted as a result of the proposed project, mitigation shall be provided as required by the regulatory permits. Mitigation would be provided through one of the following mechanisms:

- a. A Wetland Mitigation and Monitoring Plan shall be developed that will outline mitigation and monitoring obligations for temporary impacts to wetlands and other waters as a result of construction activities. The Wetland Mitigation and Monitoring Plan would include thresholds of success, monitoring and reporting requirements, and site-specific plans to compensate for wetland losses resulting from the project. The Wetland Mitigation and Monitoring Plan shall be submitted to the appropriate regulatory agencies for review and approval during the permit application process.
 - b. To compensate for permanent impacts, the purchase and/or dedication of land to provide suitable wetland restoration or creation shall ensure a no net loss of wetland values or functions. If restoration is available and feasible, a minimum 1:1 mitigation to impact ratio would apply to projects for which mitigation is provided in advance.
20. *BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-7-6: Prior to issuance of a tree removal permit and/or a grading permit, developers shall retain a certified arborist to develop a site-specific tree protection plan for retained trees and supervise the

implementation of all proposed tree preservation and protection measures during construction activities, including those measures specified in the 2018 project arborist report and 2020 arborist report update (HortScience Bartlett Consulting). Also, in accordance with the Town's Tree Protection Ordinance, the developer shall obtain a tree removal permit for proposed tree removals on each development lot prior to tree removals and shall install replacement trees in accordance with all mitigation, maintenance, and monitoring requirements specified in the tree removal permit(s) or otherwise required by the Town for project approvals.

21. *BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-7-8: On-site landscaping shall be limited to drought-tolerant species, fire-resistant species, and species capable of increasing soil stability; with preference to plant species endemic to Santa Clara County. Species from the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory (Cal-IPC 2020) shall be removed if present and not included in any new landscaping.

The plant palette used for on-site landscaping shall be reviewed and approved by the Town of Los Gatos to confirm no invasive species shall be planted. Evidence of compliance shall be submitted to the Town of Los Gatos prior to occupancy of the residential buildings.

22. *CULTURAL RESOURCES MITIGATION MEASURE CUL-8-2: The following measure shall be included in project plans, prior to issuance of a demolition permit:

If paleontological resources are uncovered during demolition, grading or other on-site excavation activities, construction shall stop until appropriate mitigation is implemented, to be approved by the Community Development Director.

23. *WILDFIRE HAZARDS MITIGATION MEASURE FIRE-12-1: In order to adequately address any potential conflicts with emergency access or evacuation routes during construction, the applicant shall prepare and implement a site-specific construction traffic management plan for any construction effort that would require work within existing roadways. The traffic management plan shall be prepared and submitted to the Town prior to issuance of demolition permit(s) and shall be prepared to the satisfaction of Town Public Works and County Fire Department staff.

24. *GEOLOGY AND SOILS RESOURCES MITIGATION MEASURE GEO-13-1: The applicant's geotechnical consultant shall review and approve all geotechnical aspects of the development plans, ground improvement plans, shoring design criteria from a geotechnical perspective, and supporting structural details and calculations (i.e., site preparation and grading, site drainage improvements and design parameters for foundations, etc.) to ensure that their recommendations have been properly incorporated. The project geotechnical consultant should review and approve appropriate performance testing for proposed ground improvement measures.

The results of the geotechnical plan review should be summarized by the project geotechnical consultant in a letter and submitted to the Town Engineer prior to issuance of building permits.

25. *GEOLOGY AND SOILS RESOURCES MITIGATION MEASURE GEO-13-2: The geotechnical

consultant shall inspect, test and approve all geotechnical aspects of the project construction. The inspections should include, but not necessarily be limited to:

- Site preparation and grading;
- Ground improvement;
- Shoring measures and design;
- Site surface and subsurface drainage improvements; and
- Excavations for foundations prior to placement of steel and concrete.

In addition, the project engineering geologist shall inspect opened excavations to confirm bedrock conditions are consistent with those anticipated.

The results of these inspections and the as-built conditions of the project, including ground improvement measures and placement of engineered fill, should be described by the geotechnical consultant in a letter and submitted to the Town Engineer for review and approval prior to final (as-built) project approval.

Specialty/design-build consultants and contractors (shoring, ground improvement, etc.) shall also submit construction reports confirming satisfactory construction of the specific aspects of the project that they are responsible for.

26. *GEOLOGY AND SOILS RESOURCES MITIGATION MEASURE GEO-13-3: The applicant shall consult with Bay Area Air Quality Management District to determine permit requirements. Removal of asbestos-containing building materials is subject to Bay Area Air Quality Management District's Regulation 11, Rule 2: Asbestos Demolition, Renovation and Manufacturing. Release of lead into the atmosphere is subject to Bay Area Air Quality Management District's Regulation 11, Rule 1: Lead.

Prior to the commencement of demolition activities on the site, the applicant shall provide evidence of meeting the permitting requirements of the Bay Area Air Quality Management District, to the satisfaction of the Town of Los Gatos Community Development Department.

27. 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.

28. **COMPLIANCE MEMORANDUM:** A memorandum shall be prepared and submitted with the building plans detailing how the Conditions of Approval will be addressed.

Building Division

29. **PERMITS REQUIRED:** A Demolition Permit is required for the demolition of each individual building of the existing senior living community. A separate Building Permit is required for the construction of each new building located within the site. An additional Building Permit will be required for the PV system of each building if required by the California Energy Code.
30. **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 Energy Reach Codes.
31. **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.
32. **BUILDING & SUITE NUMBERS:** Submit requests for new building addresses to the Building Division prior to submitting for the building permit application process.
33. **SIZE OF PLANS:** Minimum size 24" x 36", maximum size 30" x 42".
34. **REQUIREMENTS FOR COMPLETE DEMOLITION OF STRUCTURE:** Obtain a Building Department Demolition Application and a Bay Area Air Quality Management District Application from the Building Department Service Counter. Once the demolition form has been completed, all signatures obtained, and written verification from PG&E that all utilities have been disconnected, return the completed form to the Building Department Service Counter with the Air District's J# Certificate, PG&E verification, and three (3) sets of site plans showing all existing structures, existing utility service lines such as water, sewer, and PG&E. No demolition work shall be done without first obtaining a permit from the Town.
35. **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. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 2 minutes. Clear signage shall be provided for construction workers at all access points.
 - b. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. All non-road diesel construction equipment shall at a minimum meet Tier 3 emission standards listed in the Code of Federal Regulations Title 40, Part 89, Subpart B, §89.112.
 - c. Developer shall designate an on-site field supervisor to provide written notification of construction schedule to adjacent residential property owners and tenants at least one week prior to commencement of demolition and one week prior to commencement of grading with a request that all windows remain closed during demolition, site grading, excavation, and building construction activities in order to minimize exposure to NOx and PM10. The on-site field supervisor shall monitor construction emission levels within five feet of the property line of the adjacent residences for NOx and PM10 using the appropriate air quality and/or particulate monitor.
36. 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.
37. 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 conform to the Cal/OSHA regulations.
38. 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
39. 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.
40. SITE ACCESSIBILITY: At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking and accessible passenger loading zones and public streets or sidewalks to the accessible building entrance that they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public. At least one accessible route shall

connect all accessible buildings, facilities, elements and spaces that are on the same site.

41. ACCESSIBLE PARKING: The parking lots, as well as the parking structure, where parking is provided for the public as clients, guests or employees, shall provide handicap accessible parking. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.
42. 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.
43. HAZARDOUS FIRE ZONE: All projects in the Town of Los Gatos require Class A roof assemblies.
44. 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 from the Building Division Service Counter or online at www.losgatosca.gov/building.
45. 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 at the Building Division Service Counter for a fee of \$2 or at ARC Blueprint for a fee or online at www.losgatosca.gov/building.
46. 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. West Valley Sanitation District: (408) 378-2407
 - e. Santa Clara County Environmental Health Department: (408) 918-3479
 - f. 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

47. 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 and/or Applicant and/or Developer'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 and/or Applicant's expense.

48. 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.
49. 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:
<https://www.losgatosca.gov/1088/Town-Engineering-Standards>.
50. ENCROACHMENT PERMIT: All work in the public right-of-way will require a Construction Encroachment Permit. All work over \$5,000 will require construction security. It is the responsibility of the Owner/Applicant to obtain any necessary encroachment permits from affected agencies and private parties, including but not limited to, Pacific Gas and Electric (PG&E), AT&T, Comcast, Santa Clara Valley Water District, California Department of Transportation (Caltrans). Copies of any approvals or permits must be submitted to the Town Engineering Division of the Parks and Public Works Department prior to releasing any permit.
51. FOR PLANTERS: The Owner and/or Applicant shall apply for an encroachment permit for the any proposed planters within the public sidewalk and/or Town's right-of-way. The Owner and/or Applicant shall work with Parks and Public Works Department staff to arrive at a mutually agreeable solution that addresses safety and aesthetic issues. If no solution is reached, the vegetative screening requirement shall be waived. A Private Improvements in the Public Right-of-Way (formerly Indemnity) Agreement will be required if planters are proposed to be located within the Town's right-of-way. A copy of the recorded agreement shall be submitted to the Engineering Division of the Parks and Public Works Department prior to the issuance of any grading or building permits.
52. PRIVATE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY (INDEMNITY AGREEMENT): The property owner shall enter into an agreement with the Town for all existing and proposed private improvements within the Town's right-of-way. The Owner shall be solely responsible for maintaining the improvements in a good and safe condition at all times and shall indemnify the Town of Los Gatos. The agreement must be completed and accepted by the Director of Parks and Public Works, and subsequently recorded by the Town Clerk at the Santa Clara County Office of the Clerk-Recorder, prior to the issuance of any grading or building permits. Please note that this process may take approximately six to eight (6-8) weeks.

53. GENERAL LIABILITY INSURANCE: The property owner shall provide proof of insurance to 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.
54. PUBLIC WORKS INSPECTIONS: The Owner and/or Applicant 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.
55. RESTORATION OF PUBLIC IMPROVEMENTS: The Owner and/or Applicant or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner and/or Applicant 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 and/or Applicant or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.
56. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
57. 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.
58. 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.
59. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of any grading or building permits.
60. PUBLIC WORKS INSPECTOR: The Owner and/or Applicant shall fund a full-time public works inspector, selected by the Town of Los Gatos, for the duration of the demolition and grading operations. The Owner and/or Applicant will be charged on a time and materials basis. A deposit for the full amount, to be estimated by the Town based on the Contractor's approved schedule, shall be paid prior to issuance of the demolition permit.
61. 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 and/or Applicant'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.
62. **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 and/or Applicant.
 63. **GRADING PERMIT REQUIRED:** 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). After the preceding Architecture and Site Application has been approved by the respective deciding body, the grading permit application (with grading plans and associated required materials and plan check fees) shall be made to the Engineering Division of the Parks and Public Works Department located at 41 Miles Avenue. The grading plans shall include final grading, drainage, retaining wall location(s), driveway, utilities and interim 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/Applicant’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.
 64. **GRADING ACTIVITY RESTRICTIONS:** Upon receipt of a grading permit, any and all grading activities and operations shall not commence until after/occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15), has ended.
 65. **DRIVEWAY:** The driveway conform to existing pavement on Wood Road shall be constructed in a manner such that the existing drainage patterns will not be obstructed.
 66. **CONSTRUCTION EASEMENT:** Prior to the issuance of a grading or building permit, it shall be the sole responsibility of the Owner and/or Applicant 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.
 67. **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.

68. DRAINAGE IMPROVEMENT: Prior to the issuance of any grading/improvement permits, whichever comes first, the Owner and/or Applicant 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.
69. TREE REMOVAL: Copies of all necessary tree removal permits shall be provided prior to the issuance of a grading permit/building permit.
70. 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.
71. PRECONSTRUCTION MEETING: Prior to issuance of any grading or building permits, the general contractor shall:
 - a. Along with the Owner and/or Applicant, attend a pre-construction meeting with the Town Engineer 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.
72. 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 reviewed or approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
73. CERTIFICATE OF LOT MERGER: A Certificate of Lot Merger shall be recorded. Two (2) copies of the legal description for exterior boundary of the merged parcel and a plat map (8-½ in. X 11 in.) shall be submitted to the Engineering Division of the Parks and Public Works Department for review and approval. The submittal shall include closure calculations, title reports less than ninety (90) days old and the appropriate fee. The certificate shall be recorded prior to the issuance of any grading or building permits.
74. DEDICATIONS: The following shall be dedicated by separate instrument. The dedication shall be recorded before any grading or building permits are issued:
 - a. Emergency Access Easement: Twenty (20) feet wide, located between Wood Road and Broadway.
75. SOILS REPORT: One electronic copy (PDF) of the soils and geologic report shall be submitted with the application. The soils report shall include specific criteria and standards governing site grading, drainage, pavement design, retaining wall design, and erosion control. The reports shall be signed and "wet stamped" by the engineer or geologist, in conformance with Section 6735 of the California Business and Professions Code.
76. 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.
77. SOILS REVIEW: Prior to Town approval of a development application, the Owner and/or Applicant's engineers shall prepare and submit a design-level geotechnical and geological investigation for review by the Town's consultant, with costs borne by the Owner and/or Applicant, and subsequent approval by the Town. The Owner and/or Applicant's soils engineer shall review the final grading and drainage plans to ensure that designs for foundations, retaining walls, site grading, and site drainage are in accordance with their recommendations and the peer review comments. Approval of the Owner and/or Applicant's soils engineer shall then be conveyed to the Town either by submitting a Plan Review Letter prior to issuance of grading or building permit(s).
 78. SOILS ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner and/or Applicant'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 and/or Applicant's soils engineer and submitted to the Town before a certificate of occupancy is granted.
 79. SOIL RECOMMENDATIONS: The project shall incorporate the geotechnical/geological recommendations contained in the Geotechnical Investigation and Geologic Hazards Evaluation by Cornerstone Earth Group, dated January 17, 2020, and any subsequently required report or addendum. Subsequent reports or addendum are subject to peer review by the Town's consultant and costs shall be borne by the Owner and/or Applicant.
 80. SUPPLEMENTAL GEOLOGIC AND GEOTECHNICAL STUDIES: Supplemental geologic and geotechnical engineering studies shall be performed in support of the design of the infrastructure and the podium/building, and the reports and plans shall be submitted to the Town for review.
 81. IMPROVEMENT AGREEMENT: The Owner and/or Applicant shall enter into an agreement to construct public improvements in accordance with Town Code Section 24.40.020. The Owner and/or Applicant shall supply suitable securities for all public improvements that are part of the development in a form acceptable to the Town in the amount of 100% performance and 100% labor and materials prior to the issuance of any encroachment, grading or building permit. The Owner and/or Applicant shall provide two (2) copies of documents verifying the cost of the public improvements to the satisfaction of the Engineering Division of the Parks and Public Works Department. An electronic copy (PDF) of the executed agreement shall be submitted to the Engineering Division of the Parks and Public Works Department prior to the issuance of any encroachment, grading or building permit.

82. SANITARY SEWER CLEANOUT: A sanitary sewer cleanout shall be located within the property in question, within one (1) foot of the property line per West Valley Sanitation District Standard Drawing 3, or at a location specified by the Town. The Owner and/or Applicant shall repair and replace to existing Town standards any portion of concrete flatwork within said right-of-way that is damaged during this activity prior to issuance of a certificate of occupancy.
83. PUBLIC IMPROVEMENTS: The following improvements shall be installed by the Developer. Plans for those improvements shall be prepared by a California registered civil engineer, reviewed and approved by the Town, and guaranteed by contract, Faithful Performance Security and Labor & Materials Security before the issuance of any grading or building permits or the recordation of a map. Plans for the improvements must be approved by the Town prior to the issuance of any grading or building permits. The improvements must be completed and accepted by the Town before a Certificate of Occupancy for any new building can be issued unless otherwise allowed by the Town Engineer.
- a. Wood Road: street lights, tie-in paving, signing, striping, storm drainage and sanitary sewers, as required.
 - b. Remove and replace the existing pavement section along the project frontage with a traffic-appropriate engineered structural pavement section from lip of gutter to lip of gutter from the intersection of South Santa Cruz Avenue and Wood Road extending westerly to the existing fire hydrant, water tank and water pump facilities located within the latter, or alternative pavement rehabilitation measures as approved by the Town Engineer.
 - c. Installation of a sidewalk connecting the podium to the intersection of Wood Road and South Santa Cruz Avenue, as well as construction of the necessary retaining wall(s) and potential pedestrian crosswalk and associated ADA ramps for connectivity to the existing sidewalk on the south side of Wood Road.
 - d. Curb and gutter along the northerly side of Wood Road along the property's frontage.
84. CERTIFICATE OF OCCUPANCY: The Engineering Division of the Parks and Public Works Department will not sign off on a Temporary Certificate of Occupancy or a Final Certificate of Occupancy until all required improvements within the Town's right-of-way have been completed and approved by the Town.
85. FRONTAGE IMPROVEMENTS: The Developer shall be required to improve the project's public frontage (right-of-way line to centerline and/or to limits per the direction of the Town Engineer) to current Town Standards. These improvements may include but not limited to curb, gutter, sidewalk, driveway approach(es), curb ramp(s), signs, pavement, raised pavement markers, thermoplastic pavement markings, storm drain facilities, traffic signal(s), street lighting (upgrade and/or repaint) etc. Plans for the improvements must be approved by the Town prior to the issuance of any grading or building permits. The improvements must be completed and accepted by the Town before the issuance of any grading or building permits unless otherwise allowed by the Town Engineer.
86. ADA COMPLIANCE: The Owner and/or Applicant shall be required to meet all ADA standards, which must be completed and accepted by the Town before a Certificate of

- Occupancy for any new building can be issued. This may require additional construction measures as directed by the Town.
87. UNDERGROUND PARKING GARAGE DRAINAGE: Water from the underground parking garage shall not be discharged onto the public street. The Owner and/or Applicant or their representative shall design a floor drainage system for the garage that collects all drainage and conveys runoff to the sanitary sewer system. Connecting said drainage system to the storm drain system is not permitted.
 88. PARKING LOTS: Parking lots and other impervious areas shall be designed to drain stormwater runoff to vegetated drainage swales, filter strips, and/or other Low Impact Development (LID) treatment devices that can be integrated into required landscaping areas and traffic islands prior to discharge into the storm drain system and/or public right-of-way. The amount of impervious area associated with parking lots shall be minimized by utilizing design features such as providing compact car spaces, reducing stall dimensions, incorporating efficient parking lanes, using permeable pavement where feasible, and adhering to the Town's Parking Development Standards: <https://www.losgatosca.gov/DocumentCenter/View/144/Parking-Development-Standards?bidId=>. The use of permeable paving for parking surfaces is encouraged to reduce runoff from the site. Such paving shall meet Santa Clara County Fire Department requirements and be structurally appropriate for the location.
 89. UTILITIES: The Owner and/or Applicant shall install all new, relocated, or temporarily removed utility services, including telephone, electric power and all other communications lines underground, as required by Town Code Section 27.50.015(b). All new utility services shall be placed underground. Underground conduit shall be provided for cable television service. The Owner and/or Applicant is required to obtain approval of all proposed utility alignments from any and all utility service providers before a Certificate of Occupancy for any new building can be issued. The Town of Los Gatos does not approve or imply approval for final alignment or design of these facilities.
 90. UTILITY SETBACKS: House foundations shall be set back from utility lines a sufficient distance to allow excavation of the utility without undermining the house foundation. The Town Engineer shall determine the appropriate setback based on the depth of the utility, input from the project soils engineer, and the type of foundation.
 91. PRIVATE EASEMENTS: Agreements detailing rights, limitations and responsibilities of involved parties shall accompany any proposed private easement. Access driveway shall be within the recorded access easement. A new private access easement shall be recorded, and an electronic copy (PDF) of the recorded agreement shall be submitted to the Engineering Division of the Parks and Public Works Department, prior to issuance of a grading or building permit. A realigned access driveway shall be completed prior to the issuance of grading or building permit.
 92. SIDEWALK REPAIR: The Owner and/or Applicant shall repair and replace to existing Town standards any sidewalk damaged now or during construction of this project. All new and existing adjacent infrastructure must meet current ADA standards. Sidewalk repair shall match existing color, texture and design, and shall be constructed per Town Standard Details. 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. The limits of sidewalk repair will be determined by the Engineering Construction Inspector during the construction phase of the project. The improvements must be completed and accepted by the Town before a Certificate of Occupancy for any new building can be issued.
93. CURB AND GUTTER REPAIR: The Owner and/or Applicant shall repair and replace to existing Town standards any curb and gutter damaged now or during construction of this project. All new and existing adjacent infrastructure must meet Town standards. New curb and gutter shall be constructed per Town Standard Details. 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. The limits of curb and gutter repair will be determined by the Engineering Construction Inspector during the construction phase of the project. The improvements must be completed and accepted by the Town before a Certificate of Occupancy for any new building can be issued.
94. CURB RAMPS: The Owner and/or Applicant shall construct all necessary curb ramps to allow for the required pedestrian connectivity in compliance with ADA Standards which must be completed and accepted by the Town before a Certificate of Occupancy for any new building can be issued. 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.
95. CALTRANS APPROVAL: The Owner and/or Applicant shall be responsible for obtaining design approval(s) and construction encroachment permit(s) from Caltrans for any improvements within the Caltrans right-of-way. A copy of approved encroachment permit is required to be submitted to the Engineering Division of the Parks and Public Works Department prior to grading or building permit issuance. The improvements must be completed and accepted by the Town before the issuance of any grading or building permits unless otherwise allowed by the Town Engineer.
96. FRONTAGE IMPROVEMENTS (TRAFFIC): The Developer shall construct improvements including and may not be limited to signage, striping, curb/gutter/sidewalk, ADA ramps and street lights at project frontage as directed by the Town Engineer. Plans for the improvements must be approved by the Town prior to the issuance of any grading or building permits. The improvements must be completed and accepted by the Town before the issuance of any grading or building permits unless otherwise allowed by the Town Engineer.
97. FRONTAGE IMPROVEMENTS (STREET LIGHTS): The Developer shall replace existing street light fixture with Town-standard street light pole and fixture. Plans for the improvements must be approved by the Town prior to the issuance of any grading or building permits unless otherwise allowed by the Town Engineer.
98. TRAFFIC IMPROVEMENTS (OFF-SITE IMPROVEMENT): Traffic improvements may be required as determined by traffic study. Construct off-site improvements as required.

Plans shall be prepared by the Developer's design consultants and submitted to the Town Engineer for approval prior to construction. The Developer is required to designate necessary right-of-way for any required widening. Plans for the improvements must be approved by the Town prior to the issuance of any grading or building permits. The improvements must be completed and accepted by the Town before the issuance of any grading or building permits unless otherwise allowed by the Town Engineer.

99. Street LIGHTS INSPECTION FEES: The Owner and/or Applicant shall pay \$3,000.00 for the Town's inspection of street lights. The fees shall be due at time of building permit application.
100. TRANSPORTATION DEMAND MANAGEMENT PLAN (TDM): The Owner and/or Applicant shall prepare a Transportation Demand Management Plan for the Town of Los Gatos approval prior to the issuance of any building permit. The TDM shall include, but is not limited to, measures such as bicycle facility provisions, shower facilities, local shuttle service, transit passes and subsidies, carpool incentive, designated car share parking, and other measures that may be required by the Town Engineer to obtain a goal of a 15% vehicle trip reduction. The TDM shall also include a TDM Coordinator and identify the requirement for an annual TDM effectiveness report to the Town of Los Gatos.
101. BICYCLE FACILITIES: Bicycle facilities including, but may not be limited to, bike lanes and bike boxes will be provided in all directions and approaches of improved streets and intersections as directed by Town Engineer.
102. TRAFFIC STUDY: Any development of land use that generates greater traffic impacts than those assumed in the traffic study report may require an updated traffic study in accordance with the Town's traffic impact policy.
103. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of any building/grading permit(s), the Owner and/or Applicant shall pay the project's proportional share of transportation improvements 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. The fee shall be paid before issuance of any grading or building permit. In the event that a subdivision map, parcel map or certificate is required to be recorded the fee shall be paid prior to recordation. The final traffic impact mitigation fee for this project shall be calculated from the final plans using the current fee schedule and rate schedule in effect at the time, using a comparison between the existing and proposed uses.
104. CONSTRUCTION VEHICLE PARKING: No construction vehicles, trucks, equipment and worker vehicles shall be allowed to park on the portion of any public (Town) streets without written approval from the Town Engineer.
105. TRAFFIC CONTROL PLAN: A traffic control plan is required and 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.
106. CALTRANS APPROVAL OF TRAFFIC CONTROL PLANS: The Owner and/or Applicant shall be responsible for submitting the proposed traffic control plans to Caltrans for approval for any work within the Caltrans right-of-way or that may affect traffic on South Santa Cruz Avenue.
 107. CONSTRUCTION TRAFFIC CONTROL: All construction traffic and related vehicular routes, traffic control plan, and applicable pedestrian or traffic detour plans shall be submitted for review and approval by the Town Engineer prior to the issuance of an encroachment, grading or building permit.
 108. ADVANCE NOTIFICATION: Advance notification of all affected residents and emergency services shall be made regarding parking restriction, lane closure or road closure, with specification of dates and hours of operation.
 109. 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 an encroachment, grading or building permit, the Developer 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 Developer to place construction notification signs noting the dates and time of construction and hauling activities, or providing additional traffic control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand and other loose debris.
 110. CONSTRUCTION HOURS: All site improvement 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 shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
 111. 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.

112. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any encroachment, grading or building permits, the Developer'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 outhouse locations. Please refer to the Town's Construction Management Plan Guidelines (<https://www.losgatosca.gov/DocumentCenter/View/17600/Construction-Management-Plan-Guidelines?bidId=>) document for additional information.
113. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any grading or building permits, the Owner and/or Applicant 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.
114. CALTRANS: Prior to the start of any work along or within Caltrans rights-of-way and/or easement, the Developer shall obtain necessary encroachment permits for the proposed work. A copy of approved encroachment permit is required to be submitted to the Engineering Division of the Parks and Public Works Department. Plans for the improvements must be approved by the Town prior to the issuance of any grading or building permits. Improvements approved by Caltrans shall be constructed and installed prior to grading or building permit issuance unless otherwise allowed by the Town Engineer.
115. STORMWATER MANAGEMENT: Construction activities including but not limited to clearing, stockpiling, grading or excavation of land, which disturbs one (1) acre or more which are part of a larger common plan of development which disturbs less than one (1) acre are required to obtain coverage under the construction general permit with the State Water Resources Control Board. The Owner and/or Applicant is required to provide proof of WDID# and keep a current copy of the storm water pollution prevention plan (SWPPP) on the construction site and shall be made available to the Town of Los Gatos Engineering Division of the Parks and Public Works Department and/or Building Department upon request.
116. BEST MANAGEMENT PRACTICES (BMPs): The Owner and/or Applicant 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.
117. STORMWATER DEVELOPMENT RUNOFF: All new development and redevelopment projects are subject to the stormwater development runoff requirements. Every Owner and/or Applicant or their design consultant shall submit a stormwater control plan and

- implement conditions of approval that reduce stormwater pollutant discharges through the construction, operation and maintenance of treatment measures and other appropriate source control and site design measures. Increases in runoff volume and flows shall be managed in accordance with the development runoff requirements.
118. REGULATED PROJECT: The project is classified as a Regulated Project per Provision C.3.b.ii. and is required to implement LID source control, site design, and stormwater treatment on-site in accordance with Provisions C.3.c. and C.3.d..
119. STATE CONSTRUCTION GENERAL PERMIT: In the event that, during the production of construction drawings for the plans approved with this application by the Planning Commission, it is determined that the project will disturb one (1) acre or more of site area, the filing of a Notice of Intent (NOI) and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the San Francisco Bay Regional Water Quality Control Board as part of a State Construction General Permit will be required. These items shall all be completed and accepted by the Engineering Division before issuance of a grading/building permit.
120. NPDES STORMWATER COMPLIANCE: In the event that, during the production of construction drawings for the plans approved with this application by the Planning Commission, it is determined that the project will create and/or replace more than 2,500 square feet of impervious area, completion of the NPDES Stormwater Compliance Small Projects Worksheet and implementation of at least one of the six low impact development site design measures it specifies shall be completed and submitted to the Engineering Division before issuance of a grading/building permit.
121. SITE DESIGN MEASURES: All projects 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.
 - d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
 - e. Use landscaping to treat stormwater.
122. BIORETENTION SYSTEM: The bioretention system(s) shall be designed to have a surface area no smaller than what is required to accommodate a 5 inches/hour stormwater runoff surface loading rate, infiltrate runoff through bioretention soil media at a minimum of 5 inches per hour, and maximize infiltration to the native soil during the life of the project. The soil media for bioretention system(s) shall be designed to sustain healthy, vigorous plant growth and maximize stormwater runoff retention and pollutant removal. Bioretention soil media that meets the minimum specifications set forth in Attachment L of Order No. R2-2009-0074, dated November 28, 2011, shall be used.
123. IMPAIRED WATER BODIES: Projects that discharge directly to CWA section 303(d) listed water bodies shall implement appropriate source control, site design and treatment measures for the listed pollutants of concern.
124. 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.
125. LANDSCAPING: In finalizing the landscape plan for the biotreatment area(s), it is recommended that the landscape architect ensure that the characteristics of the selected plants are similar to those of the plants listed for use in bioretention areas in Appendix D of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) C.3 Stormwater Handbook.
126. LANDSCAPE MAINTENANCE AGREEMENT: The Developer shall enter into a Landscape Maintenance Agreement with the Town of Los Gatos in which the Developer agrees to maintain the vegetated areas along the project's Wood Road frontage located within the public right-of-way, including the proposed retaining walls as well as street light facilities and fixtures. The agreement must be completed and accepted by the Town Attorney prior to the issuance of any encroachment, grading or building permits.
127. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department. A Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the San Francisco Bay Regional Water Quality Control Board for projects disturbing more than one (1) acre. 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. The grading, drainage, erosion control plans and SWPPP shall be in compliance with applicable measures contained in the amended provisions C.3 and C.14 of most current Santa Clara County National Pollutant Discharge Elimination System (NPDES) Municipal Regional Permit (MRP). Monitoring for erosion and sediment control is required and shall be performed by the Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) as required by the Construction General Permit. Stormwater samples are required for all discharge locations and projects may not exceed limits set forth by the Construction General Permit Numeric Action Levels and/or Numeric Effluent Levels. A Rain Event Action Plan (REAP) must be developed forty-eight (48) hours prior to any likely precipitation even, defined by a fifty (50) percent or greater probability as determined by the National Oceanic and Atmospheric Administration (NOAA), and/or whenever rain is imminent. The QSD or QSP must print and save records of the precipitation forecast for the project location area from (<http://www.srh.noaa.gov/forecast>) which must accompany monitoring reports and sampling test data. A rain gauge is required on-site. The Town of Los Gatos Engineering Division of the Parks and Public Works Department and the Building Department will conduct periodic NPDES inspections of the site throughout the recognized storm season to verify compliance with the Construction General Permit and Stormwater ordinances and regulations.

128. 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.
129. DUST CONTROL: The following measures shall be implemented at construction sites greater than four (4) acres in area:
- a. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
 - b. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).
 - c. Limit traffic speeds on unpaved roads to fifteen (15) miles per hour.
 - d. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
 - e. Replant vegetation in disturbed areas as quickly as possible.
130. 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.
131. **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 plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
 132. **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.
 133. **STORMWATER DISCHARGE:** New buildings, such as food service facilities and/or multi-family residential complexes or subdivisions, shall provide a covered or enclosed area for dumpsters and recycling containers. The area shall be designed to prevent water run-on to the area and runoff from the area. Areas around trash enclosures, recycling areas, and/or food compactor enclosures shall not discharge directly to the storm drain system. Any drains installed in or beneath dumpsters, compactors, and tallow bin areas serving food service facilities shall be connected to the sanitary sewer. The Owner and/or Applicant shall contact the local permitting authority and/or sanitary district with jurisdiction for specific connection and discharge requirements.
 134. **WATER FEATURES:** New 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 features shall be directed to the sanitary sewer and are not allowed into the storm drain system.
 135. **SITE DRAINAGE:** Rainwater leaders shall be discharged to splash blocks. No through curb drains will be allowed. Any storm drain inlets (public or private) directly connected

- to public storm system shall be stenciled/signed with appropriate “NO DUMPING - Flows to Bay” NPDES required language. On-site drainage 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 within the Town’s right-of-way (driveway approach, curb and gutter, etc.) and/or the adjacent property will not be adversely affected. No improvements shall obstruct or divert runoff to the detriment of an adjacent, downstream or down slope property.
136. STORM WATER MANAGEMENT PLAN: A storm water management shall be included with the grading permit application for all Group 1 and Group 2 projects as defined in the amended provisions C.3 of the Municipal Regional Stormwater NPDES Permit, Order R2-2015-0049, NPDES Permit No. CAS612008. The plan shall delineate source control measures and BMPs together with the sizing calculations. The plan shall be certified by a professional pre-qualified by the Town. In the event that the storm water measures proposed on the Planning approval differ significantly from those certified on the Building/Grading Permit, the Town may require a modification of the Planning approval prior to release of the Building Permit. The Owner and/or Applicant may elect to have the Planning submittal certified to avoid this possibility.
137. STORM WATER MANAGEMENT PLAN NOTES: The following note shall be added to the storm water management plan: “The biotreatment soil mix used in all stormwater treatment landscapes shall comply with the specifications in Attachment L of the MRP. Proof of compliance shall be submitted by the Contractor to the Town of Los Gatos a minimum of thirty (30) days prior to delivery of the material to the job site using the Biotreatment Soil Mix Supplier Certification Statement.”
138. STORM WATER MANAGEMENT PLAN CERTIFICATION: Certification from the biotreatment soils provider is required and shall be given to Engineering Division Inspection staff a minimum of thirty (30) days prior to delivery of the material to the job site. Additionally deliver tags from the soil mix shall also be provided to Engineering Division Inspection staff. Sample Certification can be found here:
139. http://www.scvurppp-w2k.com/nd_wp.shtml?zoom_highlight=BIOTREATMENT+SOIL.
140. AGREEMENT FOR STORMWATER BEST MANAGEMENT PRACTICES INSPECTION AND MAINTENANCE OBLIGATIONS: The property owner shall enter into an agreement with the Town for maintenance of the stormwater filtration devices required to be installed on this project by the Town’s Stormwater Discharge Permit and all current amendments or modifications. The agreement shall specify that certain routine maintenance shall be performed by the property owner and shall specify device maintenance reporting requirements. The agreement shall also specify routine inspection requirements, permits and payment of fees. The agreement shall be recorded, and an electronic copy

- (PDF) of the recorded agreement shall be submitted to the Engineering Division of the Parks and Public Works Department, prior to the release of any occupancy permits.
141. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and property owner 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.
 142. 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 and/or Applicant'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 and/or Applicant's expense.
 143. NEIGHBORHOOD CONSTRUCTION COMMUNICATION PLAN: Prior to the issuance of an encroachment, or grading or building permit, the Developer shall initiate a weekly neighborhood email notification program to provide project status updates. The email notices shall also be posted on a bulletin board placed in a prominent location along the project perimeter.
 144. PERMIT ISSUANCE: Permits for each phase; reclamation, landscape, and grading, shall be issued simultaneously.
 145. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
 146. PRIVATE EASEMENTS: Agreements detailing rights, limitations, and responsibilities of involved parties shall accompany each private easement. The easements and associated agreements shall be recorded simultaneously with the map. An electronic copy (PDF) of the recorded agreement(s) shall be submitted to the Engineering Division of the Parks and Public Works Department prior to the issuance of any permit.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

147. 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.
148. 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. 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.

149. PRC 4290: This project deems compliance with the PRC 4290 requirements.
150. FIRE SPRINKLERS REQUIRED: (As noted on Cover Sheet) In other than residential buildings which require the installation of fire sprinklers for all new buildings according to the California Residential Code, an automatic sprinkler system shall be provided throughout all new buildings and structures. Note: Sprinklers are required for all structures and covered areas such as walkways and gazebos.
151. EMERGENCY RADIO RESPONDER COVERAGE: (As noted on Sheet C108). All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. Refer to CFC Sec. 510 for further requirements. Emergency Radio Responder Coverage requirements applies to all buildings. [SCCFD Standard Details & Specifications, C-2].
152. STANDPIPES REQUIRED: (AMMR-See note below) Standpipe systems shall be provided in new buildings and structures in accordance with this section. Fire hose threads used in connection with standpipe systems shall be approved and shall be compatible with fire department hose threads. The location of fire department hose connections shall be approved. Standpipes shall be manual wet type. In buildings used for high-piled combustible storage, fire hose protection shall be in accordance with Chapter 32. Installation standard. Standpipe systems shall be installed in accordance with this section and NFPA 14 as amended in Chapter 80. CFC Sec. 905. Locations of proposed interior standpipes and exterior terrace standpipes to comply with hose pull distances, are noted on Sheet C109.1 of the plans. Terrace hose valves are not allowed to be combined with automatic fire sprinkler systems for SCCFD. This review verified proposed locations. Further determination and validation of these locations will be reviewed upon submittal of the system plans.

An AMMR request and associated drawings demonstrating terrace level exterior standpipe hose valves within 150-feet of all exterior portions of each structure, in lieu of apparatus access per CFC Sec. 503.1.1 and an associated fire flow letter, provided by San Jose Water (SJW) indicating that they will construct a new looped public 8" water main installation with four new 6" public hydrants to supply the site has been reviewed and approved by Chief Estrada on 09/14/21. SJW has indicated in their analysis that they will be able to provide 1,500 GPM at a minimum 20 psi. throughout the site, including from the most demanding location, approximately 405' N/N Wood Rd. at an elevation of 525'.

153. WATER SUPPLY REQUIREMENTS: (As noted on Sheet C108) 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.

154. PUBLIC FIRE HYDRANT(S) REQUIRED: (As noted on Sheet C106 and in SJW fire flow letter) Provide public fire hydrant(s) at location(s) to be determined jointly by the Fire Department and San Jose Water Company. Maximum hydrant spacing shall be 500 feet, with a minimum single hydrant flow of 1500 GPM at 20 psi, residual. Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets. CFC Sec. 507, and Appendix B and associated Tables, and Appendix C. Hydrants are located on the complex side of the roadway and are immediately accessible (at road elevation) from the fire department access road. A fire flow letter, provided by San Jose Water (SJW) indicates that they will construct a new looped public 8" water main installation with four new 6" public hydrants to supply the site. SJW has indicated in their attached analysis that they will be able to provide 1,500 GPM at a minimum 20 psi. throughout the site, including from the most demanding location, approximately 405' N/N Wood Rd. at an elevation of 525'.
155. FIRE DEPARTMENT CONNECTION REQUIRED: (As noted on Sheet C109.1) An FDC is required for each building to support its sprinkler system. They shall not be attached to the buildings. The fire department connection (FDC) shall be installed at the street, on the street address side of the building. It shall not be on the opposite side of a roadway from the structure that it supplies. It shall be located within 100 feet of a public fire hydrant and within ten (10) feet of the main PIV (unless otherwise approved by the Chief due to practical difficulties). FDC's shall be equipped with a minimum of two (2), two-and-one-half (2- 1/2") inch national standard threaded inlet couplings. FDC's supplying private onsite fire hydrants shall have a minimum four (4) way inlet coupling. Orientation of the FDC shall be such that hose lines may be readily and conveniently attached to the inlets without interference. FDC's shall be painted safety yellow. [SCCFD, SP-2 Standard]. Locations of all FDCs are noted on Sheet C109.1, as reference only. Construction details of the FDC supply to fire protection systems will be subject to review of design details at time of installation permit submittal. One FDC is required for support of each individual building, as currently noted on the plans. Fire Department Connections are located within 100' from an approved fire hydrant.
156. REQUIRED SECONDARY FIRE DEPARTMENT ACCESS: (As noted on Sheet C108) Commercial and Industrial Developments 1. Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have a least two means of fire apparatus access for each structure. 2. Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross building area of more than 62,000 square feet (5760 mm) shall be provided with two separate and approved fire apparatus access roads. Exception: Projects having a gross building area of

up to 124,000 square feet (11520 mm) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems. Multi-Family Residential Developments (R-1 & R-2 occupancies) 1. Multi-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads. CFC Sec. Chp. 5. Two separate and approved fire apparatus access roads are required. Aerial access is required for 7 of the 8 buildings. A 26' wide fire lane is shown in the immediate vicinity of any building or portion of a building more than 30 feet in height above the lowest level of fire department access.

157. **REQUIRED AERIAL ACCESS:** Where required: 1. Buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway. Roadways shall have a paved all weather surface, vertical clearance of 13 feet 6 inches, minimum circulating turning radius of 60 feet outside, a maximum slope of 15% and be able to withstand an imposed load of 75K pounds. 2. Width: Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925) in the immediate vicinity of any building or portion of building more than 30 feet (9144 mm) in height. 3. Proximity to building: At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572mm) and a maximum of 30 feet (9144mm) from the building, and shall be positioned parallel to one entire side of the building, as approved by the fire code official. CFC Ch. 5 and SCCFD SD&S A-1.

Aerial access is required for 7 of the 8 buildings. A 26' wide circulating fire lane is shown on the plans. Special consideration shall be taken to support aerial operations.

Aerial access demonstrated to the Villa parapets, and in turn to the roof decks via a structural ledge with permanently attached ladders is acknowledged and accepted. All aerial setup sections are noted to have a cross slope of no more than 2%. Approved AMMR application PC 24-2776 included in this project for Villa A aerial access.

158. **TURN RADIUS (CIRCULATING):** (AMMR-See note below) The minimum outside turning radius is 42 feet for required access roadways. Greater radius up to 60 feet may be required where the Fire Department determines that Ladder Truck access is required. Circulating refers to travel along a roadway without dead ends.

The turn at the entrance to the south of the arrival court has been revised and submitted with a Request for Variance. While this revision does improve the existing condition, and may now be accessible for a shorter wheel-based vehicle such as an ambulance, the cross slope at this location is still impassible for larger fire apparatus. Conforming turnaround noted in front of Villa B. Appropriate radii and angles of approach and departure are required throughout the fire access roadway. [CFC 503.2.8]. As aerial access is required throughout the site, all turns shall provide a 60' outside radius and all slope transitions and points of approach and departure shall be no greater

than 5%. An application for Alternate Materials, Design or Methods of Construction for this turnaround has been submitted per CFC 104.9 for consideration. The alternate has been approved by SCCFD however, the request form requires Building Official signature, architect/engineers signed stamp/seal and subsequent inclusion on the project documents.

159. FIRE APPARATUS ACCESS ROADS REQUIRED FOR BUILDINGS AND FACILITIES: (As noted on Sheets C102 and C108) Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or with the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. [CFC, Section 503.1.1]. Compliant hose pull access routes leading to all portions of the exterior walls of the first story are shown on Sheet C109. Stair access from the Terrace level to the lowest level within each structure shown on Sheet C108. Proposed accessible paths for patient transfers between each villa and anticipated ambulance staging areas are noted on Sheet C108.

Several locations along the proposed fire department access roadway are within an existing tributary area, draining toward Broadway. Sheet C102 Pavement Design Note indicates that the roadway design shall support: 75K pound loading capacity, 2) Point loads for aerial apparatus outriggers, and 3) Drainage design sufficient to prevent roadway erosion.

160. TWO-WAY COMMUNICATION SYSTEM: (As noted on Sheet C108) Two-way communication systems shall be designed and installed in accordance with all current editions of NFPA 72, the California Electrical Code, the California Fire Code, the California Building Code, and the city or town ordinances, policies, and standards where a two-way system is being installed. [SCCFD Standard Details & Specifications, C-1]. Other standards also contain design/installation criteria for specific life safety related equipment. These other standards are referred to in NFPA 72.
161. ADDRESS IDENTIFICATION: (As noted on Sheet C108) 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.
162. CLOSURE OF FIRE APPARATUS ACCESS ROADWAYS: (As noted on Sheet C108) The installation of gates, or other barricades across required fire department access roads or driveways shall comply with Standard Details & Specifications, G-1. Detailed plans

showing the location and method of the closure are required. Due to site access constraints, Broadway will be considered the primary emergency vehicle access route. Signage shall be provided indicating it is for emergency access only as indicated on Sheet C108 and no obstruction to this access shall be installed or constructed without additional fire department review and approval.

163. FIRE LANE MARKING REQUIRED: (As noted on Sheet C108) Provide marking for all roadways within the project. Markings shall be per fire department specifications. Installations shall also conform to Local Government Standards and Fire Department Standard Details and Specifications A-6. CFC Sec. 503.3.
164. PARKING: (As noted on Sheet C108) When parking is permitted on streets, in both residential/commercial applications, it shall conform to the following: Parking is permitted both sides of the street with street widths of 36 feet or more; Parking is permitted on one side of the street with street widths of 28 – 35 feet; No parking is permitted when street widths are less than 28 feet. NOTE: Rolled curbs can be part of the curb/sidewalk and used to increase the roadway width with approval from the fire code official. Additional requirements may apply for buildings 30 feet in height or greater. No parking shall be allowed along the access road. Fire Lane markings applied throughout.
165. REQUIRED FIRE FLOW: Previous approved AMMR PC 21-3638 requires minimum fireflow for this project as 1500 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.1]
166. 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]

From: John Shepardson [REDACTED] >
Sent: Wednesday, February 5, 2025 3:53 PM
To: Council <Council@losgatosca.gov>
Subject: The Meadows (Broadway Access Road//EIR Environmentally Superior Alternative No. 3//Maintenance of Open Space)

[EXTERNAL SENDER]

Dear Mayor and Council:

Please add these comments to the record for this project and I suggest one or more of the points be raised in the consent calendar.

One, it was not clear after the meeting discussion what the parameters of the access road off Broadway were.

Two, upon review of this: <https://mccmeetingspublic.blob.core.usgovcloudapi.net/losgatos-meet-8a715afca81849df8aa0439c7e187c27/ITEM-Attachment-004-b57c28d997cc4f45ac9c89f23775e57c.pdf>

it is clear there will be a 15 foot secondary access road and apparently the SCC Fire Department signed off. I think it is very important that all the roads to the facility be sufficiently wide to allow for rapid evacuation of large numbers of people.



Three,

Santa Clara County's minimum width for access roads is 18 feet, with 3-foot shoulders on each side. These requirements apply to private roads and driveways that serve new or expanded residential properties.

Additional requirements

- Shoulders must be able to support full loading and be drivable in all weather conditions
- The Fire Marshal's Office may require wider roads to ensure adequate emergency access
- These standards apply to all properties in unincorporated Santa Clara County

Where to find more information

- The County Land Development Engineering Standards (LDE) govern access roads in Santa Clara County

- The Santa Clara County Fire Marshal's Office has standards that apply to access roads and driveways
- The Fire Marshal's Office may have additional requirements for access roads

Related information

- The Santa Clara County Assessor's Office Property Assessment Information System can help determine APN numbers
- The Santa Clara County Assessor's Office can be contacted at (408) 299-5500
- County of Santa Clara

Apr 20, 2021 — 2. Access Roads: minimum width shall be 18 feet with a 3-foot shoulder on each side, in compliance with County Land De...



- Santa Clara County Fire Department
- County of Santa Clara - NET

Apr 20, 2021 — SANTA CLARA COUNTY FIRE MARSHAL'S OFFICE ... This standard is applicable to access roads and driveways serving new or ...

stgenpln.blob.core.windows.net

-

Four, Fire Trucks

The California Code of Regulations (CCR) allows fire trucks to have a maximum width of 120 inches. The pertinent statement is copied below:

(g) Fire trucks may exceed width limitations provided in Division 15 of the California Vehicle Code but cannot exceed 120 inches.

Five, EIR: I respectfully prefer alternative 3, but that train has left the station.

DRAFT
CEQA FINDINGS OF FACT

for

***110 Wood Road – Los Gatos Meadows Senior
Living Community***

Planned Development Application PD-20-001

SCH # 2021020007



Town Council
Town of Los Gatos

February 2025

EXHIBIT A

[ITEM-Attachment-002-a1292ea214004735a9c8ae19b767f8af](#)

[PDF Document · 853 KB](#)

Alternative 3: Reduced Scale - Removal of Villas B and C

from Proposed Site Plan

The reduced scale alternative (“reduced scale alternative”) consists of a reduction in development capacity sufficient to avoid or reduce significant, but mitigable, impacts associated with grading and removal of trees required to accommodate Villas B and C and a

Draft – February 2025 17

CEQA Findings of Fact Town of Los Gatos | 110 Wood Road – Los Gatos Meadows Senior Living Community EIR

corresponding area of the grade level below on the northwestern corner of the proposed site plan. The reduced scale alternative would reduce the number of living units by 20 units (Villa B) and 29 units (Villa C), for a total reduction of 49 units, and would result in the reduction of approximately 98,374 square feet of floor space in Villas B and C, approximately 26,000 square feet of floor space from the grade level including portions of the health center, and approximately 26,000 square feet of developed area (building footprints). In addition, this alternative could result in removing approximately 62 fewer trees. Removal of Villa B (70.5 feet in height) and Villa C (81.5 feet in height) would also help reduce visual impacts associated with scenic views from downtown Los Gatos towards the project site and scenic hillside areas beyond as these two buildings would be two of the most publicly visible buildings from multiple vantage points.

D. Environmentally Superior Alternative

Based on a comparison of the impacts of each alternative, Alternative 1, the no project alternative is the environmentally superior alternative. It would avoid all of the project’s less-

than-significant impacts, and significant but mitigable impacts. However, this alternative would not meet the project objectives.

CEQA Guidelines section 15126.6(e)(2) states that if the environmentally superior alternative is the “no project” alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives. Alternative 3, the Reduced Scale alternative, is considered to be the environmentally superior alternative among the remaining alternatives. It is the only alternative that could accomplish some of the basic project objectives while minimally reducing some of the less-than-significant and/or significant and mitigable environmental impacts identified for the proposed project. (emphasis added)

Five,



California roads not designed to handle wildfire evacuations | Destined to Burn
chicoer.com



[Fire-Safe Roads for Wildfire Resiliency](#)
[greenbelt.org](#)

When wildfires force people to flee their homes, they must depend on reliable and accessible roads to lead them to safety. To protect lives and homes, firefighters must be able to maneuver large fire trucks and equipment on these same roads. When the roads twist and are narrow and there is only one way out, tragedy can strike. Evacuees get caught in traffic jams and firefighters can't get there fast enough. California roads are not designed for [massive wildfire evacuation](#). (Emphases added)

As the loss of life and home to wildfires has escalated due to the climate crisis, the safety of roads and the number of homes and people who live in high fire risk areas is under scrutiny like never before. That's why over the next year the State of California is revisiting and revising decades-old regulations that set standards for fire-safe roads and the homes and businesses they serve in high-risk fire areas.

To help achieve more fire-safe roads and wildfire resilience across the state, Greenbelt Alliance is weighing in on the updating of regulations that govern roads and new development in fire-prone lands mapped as "State Responsibility Areas" (SRA) by [CalFire](#). An estimated 2.7 million Californians live in what CalFire designates as "[Very High Fire Hazard Severity Zones](#)". These lands are also known as the [wildland-urban interface](#).

CalFire sets standards for things like road grades, road surfaces, passing areas, gates, signage on dead-ends and "critical" secondary access to any subdivision. The standards provide for rebuilding of homes that burned down while requiring that they meet the latest fire-safe construction methods. The fire-safe-roads revisions will apply primarily to new development.

Six, I respectfully would like to see some legal requirement that the apparent five acres of open space be maintained to minimize fire risk and an annual report be issued to the town confirming it. This is a minimal cost and time item and yet serves as an annual reminder to get it done.

Respectfully,

John

John Shepardson

Attorney at Law

[REDACTED]

[REDACTED]

[REDACTED]

County of Santa Clara
Department of Planning and Development
 Santa Clara County Fire Marshal's Office
 70 West Hedding Street
 San Jose, CA 95110
 Phone: (408) 341-4420
<https://plandev.santaclaracounty.gov/>



STANDARD DETAILS & SPECIFICATIONS SUBJECT: Access Roads and Driveways for One and Two-Family Dwellings and Associated Structures	Spec No	A-1
	Review Date	_____
	Revis. Date	04/20/21
	Eff. Date	07/01/03
	Approved By	J. Linney
	Page	1 of 6

SCOPE

This standard is applicable to access roads and driveways serving new or expanded one and two-family dwellings and/or associated structures on residential properties where any portion of the protected structure(s) is in excess of 200 feet from the centerline of a public or private roadway (measured by an approved route around the exterior of the building). Specifications contained in this standard apply to all properties located within unincorporated Santa Clara County.

AUTHORITY

California Fire Code (CFC) and Applicable Municipal/Town Codes and Standards.

DEFINITIONS

Access Road: A vehicular access roadway serving more than two developed residential parcels of land.

Driveway: A vehicular access serving not more than two developed residential parcels of land.

Ranchlands: Designated as "AR" by the County Planning Department per the Santa Clara County Zoning Ordinance.

Turnaround: A clear, unobstructed driving surface which allows for a safe change of direction for emergency equipment.

County of Santa Clara
Department of Planning and Development
 Santa Clara County Fire Marshal's Office
 70 West Hedding Street
 San Jose, CA 95110
 Phone: (408) 341-4420
<https://plandev.santaclaracounty.gov/>



Turnout: A widening of the driving surface to allow fire department vehicles to pass one another.

State Response Area: All lands in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state. SRA lands are subject to the requirements set forth under Title 14 of the California Code of Regulations [REF: **Public Resources Code § 4290**].

REQUIREMENTS

These are minimum Fire Marshal standards. Should these standards conflict with any other local, state, or federal requirements, the most restrictive shall apply

I. Timing/Penalties

- A. The minimum requirements of this standard shall be met prior to commencement of wood framing in order to provide adequate emergency service response during construction. A stop-work order may be placed on construction projects found not in compliance by the Fire Marshal's Office.
- B. Properties located within the State Response Area (SRA) are subject to concurrent review by CAL FIRE to enforce regulations set forth under Public Resources Code § 4290.

II. Driveways and Access Roads

A. Width of Driving Surface

1. Driveways: driveway width shall provide a minimum drivable surface of 12 feet excluding shoulders.
2. Access Roads: minimum width shall be 18 feet with a 3-foot shoulder on each side, in compliance with County Land Development Engineering Standards (LDE): LDE-SD-1 *Private Road*, LDE-SD-2 *Private Access Road (Hillside Conditions)*, or LDE-SD-3 *Private Access Road (Non-Hillside Conditions)*. NOTE: shoulders shall be capable of supporting full loading and shall be drivable in all weather conditions. Greater widths may be required by the Fire Marshal's Office to provide adequate emergency access.

SANTA CLARA COUNTY FIRE MARSHAL'S OFFICE
 70 W. Hedding St., East Wing, 7th Floor • San Jose • CA 95110 • (408) 341-4420

County of Santa Clara

Department of Planning and Development

Santa Clara County Fire Marshal's Office
 70 West Hedding Street
 San Jose, CA 95110
 Phone: (408) 341-4420
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- a. State Response Area (SRA) – Access road width shall be a minimum of 20 feet per Public Resource Code §4290.

B. Vertical Clearance:

1. Driveways and Access Roads: the vertical clearance shall be a minimum of 13 feet, 6 inches [CFC § 503.2.1].
 - a. State Responsibility Area (SRA) excluding Ranchlands (AR): the vertical clearance shall be a minimum of 15 feet in accordance with Public Resource Code §4290.

C. Grade:

1. Maximum grade shall not exceed 15% (6.75 degrees). On grades up to 15%, the surface shall provide all-weather driving capability, including sufficient drainage and surface course consistent with good engineering practices. The Fire Marshal's Office may permit grades up to a maximum of 20% with mitigation to prevent slippage and scraping. Grades in excess of 15% shall be engineered asphalt, concrete, or another surface meeting LDE-SD-5 Single Lot Driveway. In no case shall each portion exceeding 15% gradient be longer than 300 feet in length. There is to be a minimum of 100 feet driveway length of 15% or less gradient between each 300-foot section.
 - a. State Responsibility Area (SRA) excluding Ranchlands (AR): maximum grade shall not exceed 16%.

D. Turning Radius for Curves:

1. Driveways and Access Roads: the minimum inside turning radius shall be 42 feet as measured from the edge of the approved surface.
 - a. State Responsibility Area (SRA) excluding Ranchlands (AR): no roadway shall have a horizontal inside radius of curvature of less than 50 feet, and an additional surface width of 4 feet shall be added to 50-100 feet radius; 2 feet to those from 100-200 feet.

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E. Turnouts:

1. Driveways: driveways in excess of 500 feet shall be provided with passing turnouts at no more than 500-foot intervals. Turnouts shall be 10 feet wide by 30 feet long with a minimum 25-foot taper on each end in accordance with CFMO-SD16; *Standard Turnarounds & Turnouts*.
 - a. State Responsibility Area (SRA) excluding Ranchlands (AR): 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. Turnouts shall be a minimum of 10 feet wide and 30 feet long, with a minimum 25-foot taper on each end.

F. Turnarounds:

1. Driveways and Access Roads: dead-end fire apparatus driveways and access roads in excess of 150 feet in length shall be provided with an approved turnaround meeting CFMO-SD16. Due to practical difficulties, variations to CFMO-SD16, may be approved by the Fire Marshal's Office and Land Development Engineering on a case-by-case basis. All turnarounds shall have a maximum slope of 5% in any direction. Placement of any architectural feature within a turnaround is not permitted unless all requirements are met.

G. Surface:

1. Driveways and Access Roads: driveways and access road surfaces shall be designed and maintained to support a 75,000 pound fire apparatus, designed for the latest edition of Caltrans Standard. Access roads shall be engineered asphalt, concrete or another surface meeting County Ordinance.

NOTE: For driveways and access roads not subject to Land Development Engineering review and permit, provide geotechnical engineer's proposed roadway design section, sufficient to meet loading capacity and all-weather driving capability. An observation letter for the construction of the design section shall be submitted prior to project final.

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2. For alternative roadway surfaces such as "Turf Block" or other materials that blend into landscaping and/or that do not readily appear to be driving surfaces, the boundary edges of the alternate material shall be delineated as approved by the fire code official. Delineation shall be concrete curbs, borders, posts or other means that clearly indicate the location and extent of the driving surface. Alternate surface materials may be approved by an alternate means/method request submittal on a case-by-case basis.

H. Angle of Approach:

1. Driveways: the approach to a driveway shall be designed and constructed per LDE-SD-4 *Driveway Approach*.

I. Bridges and Culverts:

1. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB17.
2. All bridges, elevated surfaces and culverts shall be designed for a live load sufficient to carry the imposed load of a fire apparatus weighing at least 75,000 pounds. Vehicle load limits shall be posted at the entrance to the bridge. Additional signs may be required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

J. Gates:

1. Driveways and Access Roads: all gates crossing driveways shall comply with Fire Marshal's Office Standard Detail and Specification CFMO-A3 *Installation of Security Gates for Access Roads and Driveways*.
 - a. State Responsibility Area (SRA) excluding Ranchlands (AR): gate entrances shall be at least two feet wider than the width of the traffic lane(s) serving the gate. All gates providing access from a road to a

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driveway shall be located at least 30 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on that road.

K. Secondary Access Roads:

1. Access Roads: more than one fire apparatus road shall be provided when it is determined by the Fire Marshal that access by a single road might be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access [CFC §503.1.2].
 - a. State Responsibility Area (SRA) excluding Ranchlands (AR): the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed the following cumulative lengths regardless of the number of parcels served:
 - i. Parcels zoned for less than one acre – 800 feet.
 - ii. Parcels zoned for 1 acre to 4.99 acres – 1,320 feet.
 - iii. Parcels zoned for 5 acres to 19.99 acres – 2,640 feet.
 - iv. Parcels zoned for 20 acres or larger – 5,280 feet,

All lengths shall be measured from the edge of the road surface at the intersection that begins the road to the end of the road surface at its farthest point. Where a dead-end road crosses areas of differing zoned parcel sizes requiring different length limits, the shortest allowable length shall apply.

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**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO: 5

ITEM NO. 5.

DATE: February 11, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Receive the Monthly Financial and Investment Report for December 2024

RECOMMENDATION:

Receive the monthly Financial and Investment Report for December 2024.

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 December 2024 monthly Financial and Investment Report which fulfills this requirement.

The December 2024 Monthly Financial and Investment Report was received by the Finance Commission at its February 10, 2025, regular meeting.

DISCUSSION:

The December 2024 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 to 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 December 31, 2024, fund balance report.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

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

PAGE 2 OF 3

SUBJECT: Monthly Financial and Investment Report for December 2025

DATE: February 11, 2025

In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.

The December 31, 2024, estimated fund balances differ from the November 30, 2024 estimated fund balances due to the normal day-to-day activity where revenue and expenditure activity in one month have a larger shift in one month from the other.

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, Total Cash is adjusted by adding Total Assets less the amount of Total Liabilities to arrive at the Ending Fund Balance – which represents the actual amount of funds available.

Reconciling Cash to Fund Balance - December 31, 2024

Total Cash	\$	66,720,922
Plus: Assets	\$	14,324,485
Less: Liabilities	\$	(26,376,517)
Estimated Fund Balance	\$	54,668,890

As of December 31, 2024, the Town's financial position (Cash Plus Other Assets \$81.05M, Liabilities \$26.38M, and Fund Equity \$54.67M) remains strong and the Town has sufficient funds to meet the cash demands for the next six months.

As of December 31, 2024, the Town's weighted portfolio yield for investments under management was 4.44% which was 1 basis point above the Local Agency Investment Fund (LAIF) yield of 4.43% for the same reporting period. As of November 30th, 2024, the LAIF portfolio's weighted average maturity (WAM) is 257 days versus the Town's longer WAM of 677 days on December 31, 2024. The longer WAM for Town assets under management reflects the Town's strategy to take advantage of higher yields associated with longer maturities 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 4.44% at the close of December decreased 1 basis point when compared to the November 30, 2024, investment report.

Since December 2023, LAIF yields have climbed from 393 basis points (3.93%) to 443 basis points (4.43%) through the end of December 2024. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

PAGE 3 OF 3

SUBJECT: Monthly Financial and Investment Report for December 2025

DATE: February 11, 2025

After the rate change back in July of 2023, the Federal Open Market Committee (FOMC) did not change rates again until their September 18, 2024, meeting when they approved a 1/2 percentage basis point decrease from 5.5% to 5.0%. Furthermore, on November 7, 2024, the Federal Reserve voted to approve an additional 1/4 basis point decrease from 5.0% to 4.75%. The most recent change was at their December 2024 meeting when the Federal Reserve voted to approve another 1/4 basis point decrease from 4.75% to 4.50%. These changes support the Federal Open Market Committee's goal to support maximum employment and bring year-to-year inflation to its targeted level of 2%.

The US economy added 227,000 jobs in November, close to consensus forecasts. The prior two months were revised up following hurricane and strike related disruptions in the prior month. The unemployment rate edged up from 4.1% to 4.2% while the participation rate fell from 62.6% to 62.5%. Wage growth remained at 4%.

The Town's investments are in compliance with the Town's Investment Policy dated February 21, 2023, and are 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.

CONCLUSION:

Receive the Monthly Financial and Investment Report for December 2024.

Attachments:

1. Financial and Investment Report (December 2024)

**Town of Los Gatos
Summary Investment Information
December 31, 2024**

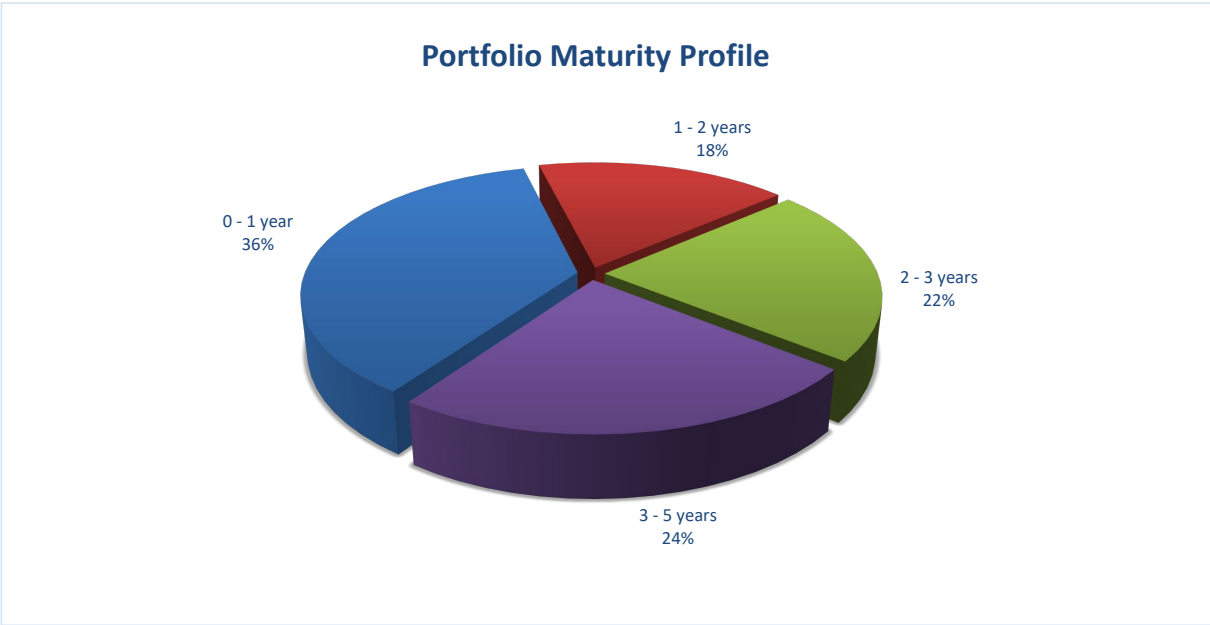
Weighted Average YTM Portfolio Yield on Investments under Management **4.44%**

Weighted Average Maturity (days) **677**

	This Month	Last Month	One year ago
Portfolio Allocation & Treasurer's Cash Balances	\$66,720,922	\$69,393,525	\$67,640,642
Managed Investments	\$50,532,565		
Local Agency Investment Fund	\$11,874,049		
Reconciled Demand Deposit Balances	\$4,314,308		
Portfolio Allocation & Treasurer's Cash Balances	\$66,720,922		

Benchmarks/ References:

Town's Average Yield	4.44%	4.45%	4.23%
LAIF Yield for month	4.43%	4.48%	3.93%
3 mo. Treasury	4.31%	4.49%	5.36%
6 mo. Treasury	4.27%	4.44%	5.27%
2 yr. Treasury	4.24%	4.15%	4.25%
5 yr. Treasury	4.38%	4.05%	3.85%
10 Yr. Treasury	4.57%	4.17%	3.88%

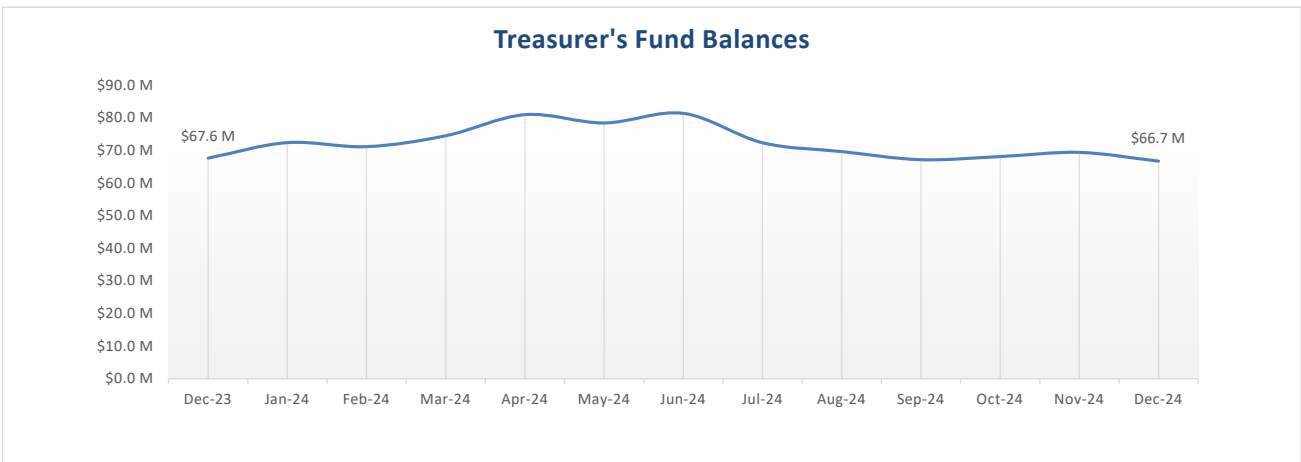
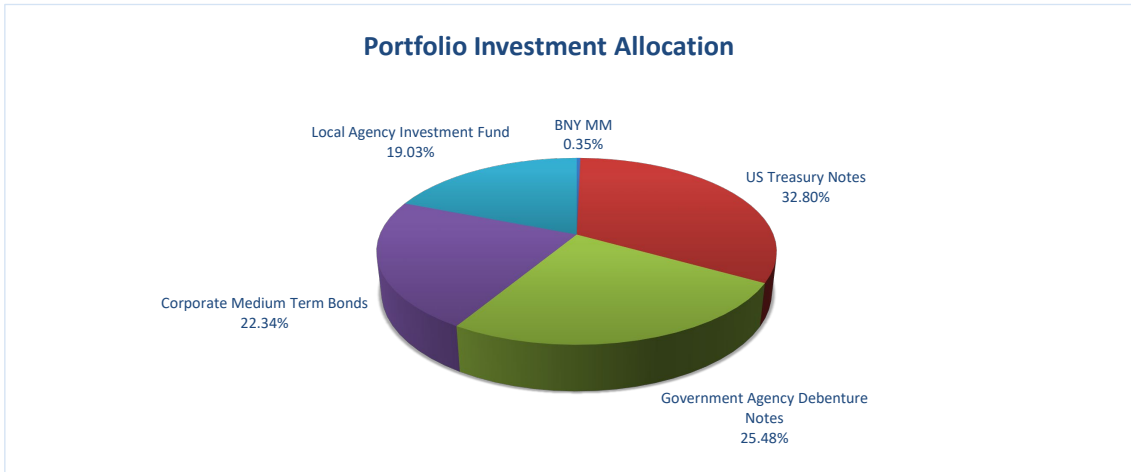


Compliance: The Town's investments are in compliance with the Town's investment policy dated February 21, 2023, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos
Portfolio Allocation & Treasurer's Cash Balances
December 31, 2024**

	<u>Month</u>	<u>YTD</u>
Cash & Investment Balances - Beginning of Month/Period	\$ 69,393,524.76	\$ 81,368,409.88
Receipts	5,250,952.05	32,624,696.11
Disbursements	(7,923,555.04)	(47,272,184.22)
Cash & Investment Balances - End of Month/Period	<u>\$66,720,921.77</u>	<u>\$66,720,921.77</u>

Portfolio Allocation	Amount	% of Portfolio	Max. % or \$ Allowed per State Law or Policy
BNY MM	\$219,054.88	0.35%	20% of Town Portfolio
US Treasury Notes	\$20,469,190.11	32.80%	No Max. on US Treasuries
Government Agency Debenture Notes	\$15,904,019.60	25.48%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$13,940,300.50	22.34%	30% of Town Portfolio
Local Agency Investment Fund	\$11,874,049.16	19.03%	\$75 M per State Law
Subtotal - Investments	<u>62,406,614.25</u>	100.00%	
Reconciled Demand Deposit Balances	<u>4,314,307.52</u>		
Total Portfolio Allocation & Treasurer's Cash Balances	<u><u>\$66,720,921.77</u></u>		



Town of Los Gatos
Non-Treasury Restricted Fund Balances
December 31, 2024

	Beginning Balance	December 2024 Deposits Realized Gain/Adj.	December 2024 Interest/ Earnings	December 2024 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	\$ 697,187.51	\$ -	\$ 2,388.40	\$ -	\$ 699,575.91	Note 1
Cert. of Participation 2010 Ser Lease Payment Fund	976.88	-	3.63	-	980.51	Note 2
Cert. of Participation 2002 Ser A Lease Payment Fund	17,519.84	-	60.00	-	17,579.84	Note 1
Cert. of Participation 2010 Ser Reserve Fund	1,418,518.80	-	5,309.11	-	1,423,827.91	Note 2
Total Restricted Funds:	<u>\$ 2,134,203.03</u>	<u>\$ -</u>	<u>\$ 7,761.14</u>	<u>\$ -</u>	<u>\$ 2,141,964.17</u>	
CEPPT IRS Section 115 Trust	2,307,781.57	-	(54,703.92)	-	\$ 2,253,077.65	Note 3
Grand Total COP's and CEPPT Trust	<u>\$ 4,441,984.60</u>	<u>\$ -</u>	<u>\$ (46,942.78)</u>	<u>\$ -</u>	<u>\$ 4,395,041.82</u>	

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
December 31, 2024

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	\$	-
February 2025	\$	-
March 2025	\$	-
April 2025	\$	-
May 2025	\$	-
June 2025	\$	-
	\$	<u>1,426,003.79</u>

Town of Los Gatos
Investment Transaction Detail
December 31, 2024

Date	Cusip/Id	Description	Transaction Type	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
12/3/2024	91282CFL0	USA TREASURY 3.875% 30SEP2029	PURCHASE	12/3/2024	1,100,000.00	3.875%	9/30/2029	98.92	1,088,144.31	7,494.51	1,095,638.82
12/2/2024	912828YV6	USA TREASURY 1.5% 30NOV2024	REDEMPTION	12/2/2024	700,000.00	1.500%	11/30/2024	100.00	700,000.00	-	700,000.00
12/3/2024	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	12/3/2024	1,507.06	0.000%		100.00	-	-	1,507.06
12/12/2024	3130B1BT3	FEDERAL HOME LOAN BANK 4.875% 12JUN2026	BOND INTEREST	12/12/2024	1,150,000.00	4.875%	6/12/2026	-	-	33,637.50	33,637.50
12/16/2024	46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	BOND INTEREST	12/15/2024	500,000.00	3.200%	6/15/2026	-	-	8,000.00	8,000.00
12/16/2024	91282CGA3	USA TREASURY 4% 15DEC2025	BOND INTEREST	12/15/2024	2,100,000.00	4.000%	12/15/2025	-	-	42,000.00	42,000.00
12/23/2024	3130AQF65	FEDERAL HOME LOAN BANK 1.25% 21DEC2026	BOND INTEREST	12/21/2024	1,300,000.00	1.250%	12/21/2026	-	-	8,125.00	8,125.00
12/31/2024	912828ZW3	USA TREASURY 0.25% 30JUN2025	BOND INTEREST	12/31/2024	350,000.00	0.250%	6/30/2025	-	-	437.50	437.50
12/31/2024	91282CCH2	USA TREASURY 1.25% 30JUN2028	BOND INTEREST	12/31/2024	900,000.00	1.250%	6/30/2028	-	-	5,625.00	5,625.00
12/31/2024	91282CEW7	USA TREASURY 3.25% 30JUN2027	BOND INTEREST	12/31/2024	1,000,000.00	3.250%	6/30/2027	-	-	16,250.00	16,250.00
12/31/2024	91282CJR3	USA TREASURY 3.75% 31DEC2028	BOND INTEREST	12/31/2024	1,200,000.00	3.750%	12/31/2028	-	-	22,500.00	22,500.00

Town of Los Gatos

Insight ESG Ratings as of December 31, 2024

Security Description	Maturity Date	Par/Shares	S&P Rating	Moody Rating	Insight ESG Rating	Environment	Social	Governance
AMERICAN HONDA FINANCE 4.95% 09JAN2026	1/9/2026	\$ 1,000,000	A-	A3	3	3	3	3
PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	2/24/2026	\$ 1,000,000	A+	A1	2	2	3	3
HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	46113	\$ 1,000,000	A	A2	3	3	3	3
JPMORGAN CHASE & CO 3.2 15JUN2026 (CALLABLE 15MAR26)	46188	\$ 500,000	A	A1	3	2	3	4
APPLE INC. 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	\$ 1,300,000	AA+	Aaa	5	1	4	5
TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	\$ 1,600,000	A+	A1	3	2	3	4
AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	\$ 600,000	A-	A3	3	3	3	3
PNC BANK NA 3.25% 22JAN2028 (CALLABLE 01 FEB28)	1/22/2028	\$ 1,000,000	A	A2	3	2	3	3
COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	\$ 500,000	A+	Aa3	3	2	3	3
US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	\$ 1,000,000	A	A3	4	3	4	4
JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL28)	7/25/2028	\$ 1,400,000	A	A1	3	2	3	4
CISCO INC. 4.85% 26FEB2029 (CALLABLE 26JAN2029)	2/26/2029	\$ 1,000,000	AA-	A1	3	1	4	3
HOME DEPOT INC. 4.9% 15APR2029 (CALLABLE 15MAR2029)	47223	\$ 1,000,000	A	A2	3	3	3	3
CITIBANK 4.838% 06AUG2029 (CALLABLE 06JUL2029)	8/6/2029	\$ 1,250,000	A+	Aa3	3	1	3	3
Total/Average		\$ 14,150,000			3.1	2.1	3.2	3.4

*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

ITEM NO. 5.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - November	December 2024				Estimated Fund Balance 12/31/2024*
				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)	-	(4,326,236)	4,285,430	(4,707,336)	-	-	(4,748,142)
	General Fund Total	31,062,075	(4,326,236)	4,285,430	(4,707,336)	-	-	26,313,933

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

Fund Schedule

ITEM NO. 5.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - November	December 2024				Estimated Fund Balance 12/31/2024*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
SPECIAL REVENUE								
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	754,134	(51,579)	13,641	(31,333)	-	-	684,863
231-236	Landscape & Lighting Districts	182,625	(9,971)	-	(1,822)	-	-	170,832
251	Los Gatos Theatre	171,035	114,028	8,156	(194)	-	-	293,025
711-716	Library Trusts	556,849	42,568	-	(2,271)	-	-	597,146
Special Revenue Total		1,831,296	95,046	21,797	(35,620)	-	-	1,912,519
CAPITAL PROJECTS								
411	GFAR - General Fund Appropriated Reserve	20,253,300	(296,122)	82,395	(1,743,920)	-	-	18,295,653
412	Community Center Development	866,281	-	-	-	-	-	866,281
421	Grant Funded Projects	(2,563,503)	(108,898)	1,675,914	(894,428)	-	-	(1,890,915)
461-463	Storm Basin Projects	3,531,248	27,775	-	(54,193)	-	-	3,504,830
471	Traffic Mitigation Projects	509,491	-	720	(720)	-	-	509,491
472	Utility Undergrounding Projects	3,584,251	7,967	-	-	-	-	3,592,218
481	Gas Tax Projects	1,928,167	582,849	152,114	(1,620,034)	-	-	1,043,096
Capital Projects Total		28,109,235	213,571	1,911,143	(4,313,295)	-	-	25,920,654
INTERNAL SERVICE FUNDS								
611	Town General Liability	177,876	(1,327,142)	646,317	(14,508)	-	-	(517,457)
612	Workers Compensation	586,246	(692,547)	742,076	(181,599)	-	-	454,176
621	Information Technology	2,523,347	(312,440)	193,533	(51,370)	-	-	2,353,070
631	Vehicle & Equipment Replacement	3,286,552	(91,465)	280,915	-	-	-	3,476,002
633	Facility Maintenance	960,526	(59,391)	288,077	(85,301)	-	-	1,103,911
Internal Service Funds Total		7,534,547	(2,482,985)	2,150,918	(332,778)	-	-	6,869,702
Trust/Agency								
942	RDA Successor Agency	(4,632,040)	(1,715,739)	-	(139)	-	-	(6,347,918)
Trust/Agency Fund Total		(4,632,040)	(1,715,739)	-	(139)	-	-	(6,347,918)
Total Town		63,905,113	(8,216,343)	8,369,288	(9,389,168)	-	-	54,668,890

* 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 \$453,983.85
- 111-23521 BMP Housing deposit account balance \$4,039,055.78



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO. 6.

ITEM NO: 6

DATE: February 13, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Authorize the Town Manager to Execute the First Amendment to a Contract with Anvil Builders, Inc. dba Sonoma Tree Surgery to Extend the Term of Performance to September 30, 2027 for Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508)

RECOMMENDATION:

Authorize the Town Manager to execute the First Amendment (Attachment 1) to a Contract with Anvil Builders, Inc. dba Sonoma Tree Surgery to extend the term of performance to September 30, 2027 for Vegetation Management – Townwide Open Spaces Project (CIP No. 832-4508).

BACKGROUND:

On October 15, 2024, the Town Council authorized the Town Manager to execute an agreement with Anvil in the amount of \$1,513,712.00. Through this contract, Anvil will perform wildfire risk reduction work in the Town-owned properties of La Rinconada Park, Worcester Park, Novitiate Park, Heintz Open Space, and Santa Rosa Open Space. The work will be funded through a Hazard Mitigation Grant from the Federal Emergency Management Agency (FEMA) and required Town of Los Gatos matching funds.

DISCUSSION:

In the executed contract, the performance term was set at 150 days from the Notice to Proceed. This does not allow adequate time for the completion of the two years of maintenance that is required per the contract. This amendment corrects the time of performance to September 30, 2027 to appropriately reflect the scope of work.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

PAGE 2 OF 3

SUBJECT: Open Space Vegetation Management – Townwide Open Spaces (CIP No. 832-4508) Contract Modifications – Anvil Builders, Inc.

DATE: February 13, 2025

Termination of this agreement is defined by Article 13 of the General Conditions included in the Bid Documents for the project. Article 13 reads, in part:

Suspension for Convenience. Town reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for Town's convenience. Upon notice by Town pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by Town except for taking measures to protect completed or in-progress...

And

Termination for Convenience. Town reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor...

In the event that federal funding is rescinded or delayed, these provisions would provide the opportunity for the Town to delay or terminate the work.

CONCLUSION:

The proposed action will match the contract period to the scope of work requested.

COORDINATION:

This report was coordinated with the Town Attorney, the Finance Director, and Anvil Builders, Inc. dba Sonoma Tree Surgery.

PAGE 3 OF 3

SUBJECT: Open Space Vegetation Management – Townwide Open Spaces (CIP No. 832-4508) Contract Modifications – Anvil Builders, Inc.

DATE: February 13, 2025

FISCAL IMPACT:

There are no fiscal impacts associated with this action. The fiscal report presented below is consistent with the October 15, 2024 staff report.

Vegetation Management - Town-wide CIP No. 832-4508		
	Budget	Costs
Phase 2 - Source of Funds		
GFAR	\$ 530,448	
FEMA Hazard Mitigation Grant	\$ 1,627,320	
Total Budget	\$ 2,157,768	
		Costs
Phase 2 - Expenditures		
Previously Authorized Consultant Services Agreement with Sequoia Ecological Consulting		\$ 231,355
Previously Authorized Contractor Services for Vegetation Management (10/15/24 TC Meeting)		\$ 1,513,712
Previously Authorized Contractor Services 20% Contingency for Vegetation Management (10/15/24 TC Meeting)		\$ 302,742
Total Expenditures		\$ 2,047,809
Total Project Balance		\$ 109,958

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA and is covered by the Towns Project Specific Analysis (PSA) filed with CAL FIRE in Sacramento.

Attachments:

1. First Amendment to Contract with Anvil Builders, Inc. dba Sonoma Tree Surgery

AMENDMENT TO CONTRACT

This First Amendment is dated for identification this 18th day of February 2025, and amends that certain Contract dated 24th of October 2024, made by and between the Town of Los Gatos, ("Town,") and the Anvil Builders dba Atlas Sonoma Tree Surgery ("Contractor") identified as an S Corporation and whose address is 1550 Park Avenue, Emeryville, CA 94608.

RECITALS

- A. Town and Contractor entered into Contract on October 24, 2024, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to provide Town desires to amend the Contract to extend the term to allow for execution of the two-year maintenance term.

AMENDMENT

1. Section 5. Time for Completion is amended to read as follows:

Contractor will fully complete the Work for the Project, meeting all the requirements for Final Completion, by September 30, 2027.

2. All other terms and conditions of the Agreement remain in full force and effect.

ATTACHMENT 1

IN WITNESS WHEREOF, the Town and Contractor have executed this Amendment.

Town of Los Gatos:

Anvil Builders dba Atlas Sonoma Tree Surgery by:

Chris Constantin, Town Manager

Alan Guy, President

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

Contract

This public works contract ("Contract") is entered into by and between Town of Los Gatos ("Town") and Anvil Builders Inc. dba Atlas Sonoma Tree Surgery ("Contractor"), for work on the Vegetation Management Risk Reduction Project (Open Space), Town Project #832-4508, Federal Project #4407-PJ0506 ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On October 15, 2024, Town authorized award of this Contract to Contractor for the amount set forth in Section 4, below. Town has elected to include the following Project alternate(s) in the Contract: **No alternates.**

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Scope of Work;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: Attachments A through F of the Request for Bids.

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Town will pay Contractor \$1,513,712 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within **150** calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, Town will assess liquidated damages in the amount of \$500 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from Town's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** Town may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

- 9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any Town ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

- 10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of Town and are not entitled to participate in any health, retirement, or any other employee benefits from Town.

- 11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

Town:

Finance Department
 Town of Los Gatos
 110 E. Main St.
 Los Gatos, CA 95030
 AP@losgatosca.gov

Contractor:

Name: Anvil Builders Inc. dba Atlas Sonoma Tree Surgery
 Address: 1550 Park Avenue
 City/State/Zip: Emeryville, CA 94608
 Phone: 415-285-5000
 Attn: Rich Kingsborough
 Email: Atlas.estimateding@atlas-tree.com
 Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Town's written consent. This Contract is binding on Contractor's and Town's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between Town and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

13. FEMA CONTRACT TERMS

- 13.1 Remedies.** Refer to Town of Los Gatos General Conditions Section 11.2(F) which reads:

Town's Remedies. If Contractor or its responsible Subcontractor fails to correct defective Work within ten calendar days following notice by Town, or sooner if required by the circumstances, Town may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse Town for its costs in accordance with subsection 11.2(H).

13.2 Termination for Cause and Convenience. Refer to Town of Los Gatos General Conditions Article 13.

13.3 Equal Opportunity Employment. During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

13.4 Davis Bacon Act. Contractor agrees to the following provisions and clauses of the Davis Bacon Act.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof,

regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the [Davis-Bacon Act \(40 U.S.C. 3141\(2\)\(B\)\)](#) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage

and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to ***DBAconformance@dol.gov***. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to ***DBAconformance@dol.gov***, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the [Davis-Bacon Act](#) have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the

contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the [Prompt Payment Act, 31 U.S.C. 3901-3907](#).

(3) Records and certified payrolls—(i) Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the [Davis-Bacon Act](#)); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the [Davis-Bacon Act](#), the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements—(A) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full

Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access—(A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR](#)

[part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity—(i) Apprentices—(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as amended, and [29 CFR part 30](#).

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR](#) parts [1](#), [3](#), and [5](#) are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR](#) parts [5](#), [6](#), and [7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

13.5 Copeland Anti-Kickback Act. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

13.6 Contract Work Hours and Safety Standards Act.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).
- (3) **Withholding for unpaid wages and liquidated damages —**
- (i) **Withholding process.** The Town of Los Gatos may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section 5.6(2) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Town has priority to funds withheld or to be withheld in accordance with this section over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

13.7 Rights to Inventions Made Under a Contract or Agreement. Any inventions made related to this Agreement and associated work is subject to the provisions of 37 CFR Part 401, as applicable.

13.8 Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency

Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

- 13.9 Debarment and Suspension.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Town of Los Gatos. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Los Gatos the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Town will insure the Contractor and any lower participants are not debarred by checking the government’s System Award Management (SAM).

The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.10 Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

13.11 Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

13.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216

prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

13.13 Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13.14 Access to Records. The Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In addition to the reports specified in this Agreement, Contractor shall retain the records required by the applicable provisions of 2 CFR § 200.333, no less than three (3) years after Town's final payment to Consultant under this Agreement and provide the Town with the reports required pursuant to 2 CFR §§ 200.328 and 200.343, and such other records and reports as the Town may reasonably require in the administration of this Agreement. Contractor shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with 2 CFR §200.333.

13.15 Changes in Scope of Work or Work Schedule.

(a) Any change in the scope of work to be done, method of performance, nature of materials or price thereof, work schedule changing the number of working days, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance by the Town, in a written amendment or Contract Change Order.

(b) The changes will be set forth in an amendment or written Contract Change Orders which specify the work to be done in connection with the changes, the basis of compensation for the work, and any adjustments to the work schedule or work completion date. Such Change Orders shall be approved by the Town. Upon receipt of an approved Contract Change Order, or of a written authorization from the Town setting forth a description of the change and agreed upon changes in contract price, the Contractor shall proceed with the work so ordered.

(c) In the absence of an approved amendment or Contract Change Order or written authorization, the Contractor shall not be entitled to payment for any changed or extra work or any adjustment to the work schedule or work completion date.

(d) When the changes increase or decrease the cost of the work, an adjustment of the Contract price will be made as set forth in the Change Order. Contractor shall receive compensation at the fees and rates previously agreed upon in writing.

(e) Contractor shall not be entitled to an adjustment in the compensation or work schedule for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of contractor.

- 13.16 DHS Logo, Seal and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.
- 13.17 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 13.18 No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- 13.19 Program Fraud and False or Fraudulent Statements of Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

- 13.20 Affirmative Socioeconomic Steps.** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 13.21 License and Delivery of Works Subject to Copyright and Data Rights.** The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY: Signed by:
s/ Katy Nomura
3BC2441CEBC343B...

Approved as to form:
Signed by:
s/ Gabrielle Whelan
EFD6738A5534428...

Katy Nomura, Interim Town Manager

Gabrielle Whelan, Town Attorney

Date: 10/24/2024

Date: 10/24/2024

Attest:
DocuSigned by:
s/ Wendy Wood
BF6EBCBE2C214F6...

Wendy Wood, CMC, Town Clerk

Date: 10/25/2024

CONTRACTOR: Anvil Builders Inc. dba Atlas Sonoma Tree Surgery

s/ [Signature]

Seal:

Alan Guy, President

Date: 10-7-24

Second Signature (See Section 12.8):

s/ [Signature]

Richard J. Leider, Secretary
Name, Title

Date: Oct 7, 2024

1107726 7-31-2025, C61/D49 C31 A

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO. 7.

ITEM NO: 7

DATE: February 16, 2024
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Adopt a Resolution Rejecting All Bids for the Montebello Bollard Project (CIP No. 813-0235)

RECOMMENDATION:

Adopt a resolution (Attachment 1) rejecting all bids for the Montebello Bollard Project (CIP No. 813-0235).

BACKGROUND:

Town Plaza Park is an important space for special events in downtown Los Gatos. Many of the events at this location include the closure of Montebello Way and Broadway between South Santa Cruz Avenue and Montebello Way. The Montebello and Broadway closure is implemented approximately 67 times each year, during which time the space fills with pedestrians.

On May 21, 2024, during the budget hearing, the Town Council directed the use of \$50,000 from the Downtown Streetscape Revitalization / Economic Recovery Efforts project for the installation of bollards on Broadway and Montebello. This funding will help ensure consistency in the implementation of closures.

DISCUSSION:

Staff developed plans, specifications, and an estimate for the bollard project. The base bid called for a set of bollards across Montebello Way east of West Main Street, and across

PREPARED BY: Saurabh Nijhawan
Senior Civil Engineer

Reviewed by: Town Manager, Assistant Town Manager Town Attorney, Finance Director, and Director of Parks and Public Works

PAGE 2 OF 2

SUBJECT: Adopt resolution rejecting all bids for the Montebello Bollard Project

DATE: February 13, 2025

Broadway south of South Santa Cruz Avenue. A bid alternate included another set of bollards across Montebello Way at the intersection of Montebello and Broadway.

The project was advertised for bids on October 25, 2024. On November 20, 2024, bid packages were opened and seven contractors submitted bids. A summary of bid results is presented in Table 1. The apparent low and responsive bidder was John Boylan Engineering.

Table 1. Bid Summary for Montebello Bollard Los Gatos Plaza Park Project (CIP No. 803-0235)

BIDDER NAME	BASE BID	ADD ALT 1	TOTAL BID AMOUNT
John Boylan Engineering	\$69,500.00	\$27,750.00	\$97,250.00
Glynn Construction	\$82,958.00	\$35,015.00	\$117,973.00
Golden Bay Construction	\$105,289.00	\$30,531.00	\$135,820.00
Galeb Paving, Inc.	\$142,200.00	\$32,780.00	\$174,980.00
Aberle Concrete, Excavating & Grading, Inc.	\$132,572.00	\$48,844.00	\$181,416.00
Rusty Bucket Construction, LLC	\$134,172.15	\$52,640.05	\$186,812.20
Estate Design and Construction	\$192,915.00	\$7,000.00	\$199,915.00

The bids came in higher than the allocated funds of \$50,000.

More recently, there have been a series of national events highlighting the need for increased security along public roadways when used for large public gatherings. To address these factors, staff recommends redesigning and rebidding the project. The need for additional funds to complete this project will be discussed during the budget process.

CONCLUSION:

Staff recommends that the Town Council adopt a resolution rejecting all bids per California Public Contracts Code Section 22038 and Town Code Section 2.50.140 for the Montebello Bollard Project.

FISCAL IMPACTS

There are no fiscal impacts associated with this action.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA and is Categorically Exempt (Section 15301(c)). A Notice of Exemption has been filed.

Attachment:

1. Draft Resolution

DRAFT RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
REJECTING ALL BIDS FOR THE MONTEBELLO BOLLARD PROJECT (CIP NO. 813-0235)**

WHEREAS, two of the perimeter streets surrounding Plaza Park in Downtown, Broadway and Montebello Way, are frequently closed for special events; and,

WHEREAS, there is a need to provide a more safe environment for pedestrians during the use of Broadway and Montebello Way during special events; and,

WHEREAS, Parks and Public Works designed and bid a bollard safety improvement project to enhance the safe use of Broadway and Montebello; and,

WHEREAS, bids came in higher than the allocated project budget; and,

WHEREAS, Parks and Public Works recommends that Town Council reject all bids to allow staff to redesign and rebid the project if future funds are allocated.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

Reject all project bids for the Montebello Bollard Project per California Public Contracts Code Section 22038 and Town Code Section 2.50.140.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 18th day of February 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: 02/18/2025

ITEM NO. 8.

ITEM NO: 8

DATE: February 13, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Fifth Amendment to the Agreement for Services with St. Francis Electric, Inc. for Traffic Signal and Streetlight Maintenance, and Underground Service Alert Locating Services to Increase the Contract Amount of \$90,000, for a Total Agreement Amount Not to Exceed \$1,098,948; and Amend the Rate Schedule

RECOMMENDATION:

Authorize the Town Manager to execute a fifth amendment to the agreement for services (Attachment 1) with St. Francis Electric, Inc. for Traffic Signal and Streetlight Maintenance, and Underground Service Alert Locating Services to increase the contract amount of \$90,000, for a total agreement amount not to exceed \$1,098,948; and amend the Rate Schedule.

BACKGROUND:

The Town of Los Gatos contracts services for the routine maintenance and repair of traffic signals and streetlights, and underground utility locating services relating to the electric services within the Town’s jurisdiction. Traffic signal and streetlight contract services include repairs and upgrades on an as-needed basis, periodic inspections, testing of the equipment, and lamp replacements. Underground utility locating services involve responding to Underground Service Alert (USA) requests to identify and mark the Town’s underground infrastructure at construction sites prior to any digging operations. Staff has determined that contractual services are the most cost-effective delivery method due to the technical expertise and specialty equipment required for this work.

Following competitive solicitation, on September 15, 2020, the Town Council authorized the execution of a five-year Agreement for Services (FY 2020/21 through FY 2024/25) with St. Francis Electric, Inc. to provide traffic signal and streetlight repair and maintenance and USA locating services for a total agreement amount not to exceed \$675,000 (\$135,000 per year).

PREPARED BY: Mike Vroman
Senior Traffic Engineer

Reviewed by: Town Manager, Town Attorney, Finance Director, and Parks and Public Works Director

SUBJECT: Fifth Amendment to the Agreement for Services with St. Francis Electric, Inc.

DATE: February 13, 2025

On August 3, 2021, the Town Council authorized a first amendment to the Agreement for an increase of \$8,567 for FY 2020/21 to cover the cost overage from a high number of USA requests received for various development and Town capital improvement projects for a total agreement amount not to exceed \$683,567.

On March 15, 2022, the Town Council authorized a second amendment to the Agreement for an increase of \$67,000 for FY 2021/22 to cover cost overages for routine and response maintenance and USA requests; and an increase of \$50,000 per year to the base compensation of the agreement (\$150,000 total) for remaining three fiscal years. This resulted in a total agreement amount of \$900,567.

On May 12, 2023, the Town Council authorized a third amendment to the Agreement for an increase of \$53,381 for FY 2022/23 to cover cost overages for response repair and maintenance services. This resulted in a total agreement amount of \$953,948.

On May 7, 2024, the Town Council authorized a fourth amendment to the Agreement for an increase of \$55,000 for FY 2023/24 to cover cost overages for response repair and maintenance services. This resulted in a total agreement amount of \$1,008,948.

The table below depicts the original contract and amendment amounts, increasing the total five-year contract amount not to exceed \$1,098,948.

Original Contract	\$675,000	Original Five-Year Agreement
First Amendment	8,567	For FY20/21 Services
Second Amendment	67,000 150,000	For FY 2021/22 Services and For FY 2022/23 to FY 2024/25 Base Services
Third Amendment	53,381	For FY 2022/23 Services
Fourth Amendment	55,000	For FY 2023/24 Services
Fifth Amendment (Proposed)	90,000	For FY 2024/25 Services
Total	\$1,098,948	----

DISCUSSION:

The service needs and resulting costs each fiscal year depend on the number of traffic signal and streetlight repair and maintenance calls and USA requests. The budget for response repair and maintenance services has been exhausted for this fiscal year. The Town encountered numerous traffic signal, streetlight, and radar speed feedback sign repair issues during this current fiscal year due to maintaining our aging infrastructure. Staff also installed accessible

PAGE 3 OF 3

SUBJECT: Fifth Amendment to the Agreement for Services with St. Francis Electric, Inc.

DATE: February 13, 2025

pedestrian systems/signals (APS) at Los Gatos Boulevard/Blossom Hill Road and Blossom Hill Road/Camellia to support the needs of nearby residents.

This fifth amendment proposes an additional \$50,000 for the maintenance repairs needed for the remainder of FY 2024/25. Staff is also requesting an additional \$40,000 to furnish and install battery backup systems at Los Gatos Boulevard/Blossom Hill Road and Blossom Hill Road/Cherry Blossom Lane intersections to enhance safety and facilitate traffic flow during power outages. Blossom Hill Road/Cherry Blossom Lane was selected based on the complexity of the intersection, and proximity to a fire station. The Los Gatos Boulevard/Blossom Hill intersection was selected since it is one of the major intersections along the Town's arterial network. Additional significant locations will be identified in the future for battery backup installations as funds allow.

CONCLUSION:

Staff recommends Town Council authorization of the fifth contract amendment to allow St. Francis Electric to continue providing the contract services in FY 2024/25 and to allow for the installation of two battery backup systems. This service is scheduled for bidding in spring 2025 and staff expects this will be the last amendment to this agreement.

COORDINATION:

This report was coordinated with the Finance Department.

FISCAL IMPACT:

There are sufficient funds available in the FY2024/25 Parks and Public Works Street Program Operating Budget for the contract amendment (5401-63364).

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Fifth Amendment to Agreement for Services with St. Francis Electric, Inc. with Exhibit A – Agreement Amendments in Reverse Chronological Order and the Original Agreement, and Exhibit B - 2024/2025 Rate Schedule Increase

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES

This FIFTH AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification on this 18th day of February 2025 and amends that certain FOURTH AMENDMENT TO AGREEMENT FOR SERVICES dated May 7, 2024, made by and between the TOWN OF LOS GATOS, ("Town,") and ST. FRANCIS ELECTRIC, ("Service Provider") identified as a Partnership and whose address is 975 Carden Street, San Leandro, CA 94577.

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on September 15, 2020 ("Agreement"), a First Amendment to Agreement for Services on July 22, 2021, a Second Amendment to Agreement for Services on March 15, 2022, a Third Amendment to Agreement for Services on June 6, 2023, a Fourth Amendment to Agreement for Services on May 7, 2024, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the compensation in the Agreement.

AMENDMENT

1. Section 2.6 Compensation is amended to read as follows:

Additional compensation for Service Provider's professional services shall be increased by \$90,000. For a total agreement amount not to exceed \$1,098,948 inclusive of all costs. Payment shall be based upon Town approval of each task based in the 2024/2025 rate schedule increase in Exhibit B.

2. Exhibit B of the original agreement, which contains the rate schedule, is replaced with Exhibit B to this amendment.
3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Supplier have executed this Amendment.

Town of Los Gatos by:

St. Francis Electric, by:

Chris Constantin, Town Manager

Guy Smith, Vice President

Recommended by:

Approved as to Form:

Nicolle Burnham
Parks and Public Works Director

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES

This FOURTH AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification on this 7th day of May 2024 and amends that certain THIRD AMENDMENT TO AGREEMENT FOR SERVICES dated June 6, 2013, made by and between the TOWN OF LOS GATOS, ("Town,") and ST. FRANCIS ELECTRIC, ("Service Provider") identified as a Partnership and whose address is 975 Carden Street, San Leandro, CA 94577.

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on September 15, 2020 ("Agreement"), a First Amendment to Agreement for Services on July 22, 2021, a Second Amendment to Agreement for Services on March 15, 2022, a Third Amendment to Agreement for Services on June 6, 2023, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the compensation of the agreement.

AMENDMENT

1. Section 2.6 Compensation is amended to read as follows:

Additional compensation for Traffic Signal and Streetlight Maintenance and Underground Service Alert Locating Services for Fiscal Year 2023/24 shall be increased by \$55,000 for a total agreement amount **not to exceed \$1,008,948**. Payment shall be based upon Town approval of each task.

2. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Supplier have executed this Amendment.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 5/18/2024
853FEEA2EB39470...
Laurel Prevetti, Town Manager

St. Francis Electric, by:

DocuSigned by:
Guy Smith 5/16/2024
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Guy Smith, Vice President

Recommended by:

DocuSigned by:
Nicolle Burnham 5/16/2024
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Nicolle Burnham
Parks and Public Works Director

Approved as to Form:

DocuSigned by:
Gabrielle Whelan 5/17/2024
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Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 5/20/2024
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Wendy Wood, CMC, Town Clerk

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

This THIRD AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification this 6th day of June 2023 and amends that certain SECOND AMENDMENT TO AGREEMENT FOR SERVICES dated March 15, 2012, made by and between the TOWN OF LOS GATOS, ("Town,") and ST. FRANCIS ELECTRIC, ("Service Provider") identified as a Partnership and whose address is 975 Carden Street, San Leandro, CA 94577.

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on September 15, 2020 ("Agreement"), a First Amendment to Agreement for Services on July 22, 2021, a Second Amendment to Agreement for Services on March 15, 2022, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the compensation and to add the minimum scope of insurance of the agreement.

AMENDMENT

1. Section 2.6 Compensation is amended to read as follows:

Additional compensation for Response Maintenance Repair Services for Fiscal Year 2022/23 shall be increased by \$53,381 for a total agreement amount **not to exceed \$953,948**. Payment shall be based upon Town approval of each task.

2. Section 3.1 Minimum Scope of Insurance is amended to read as follows:

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.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Supplier have executed this Amendment.

Town of Los Gatos by:

St. Francis Electric, by:

DocuSigned by:
Laurel Prevetti
853FEEAZEB39470...
Laurel Prevetti, Town Manager

DocuSigned by:
Guy Smith
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Guy Smith, Vice President

Recommended by:

Approved as to Form:

DocuSigned by:
Nicole Burnham
0E97631349044C3...
Nicolle Burnham
Parks and Public Works Director

DocuSigned by:
Gabrielle Whelan
EFD6738A5534426...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
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Wendy Wood, CMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification this 15th day of March 2022 and amends that certain AGREEMENT FOR SERVICES dated September 15, 2020, and FIRST AMENDMENT TO AGREEMENT dated July 22, 2021, made by and between the **TOWN OF LOS GATOS**, ("Town,") and **ST. FRANCIS ELECTRIC**, ("Service Provider").

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on November 1, 2020 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town and Service Provider entered into First Amendment to the Agreement for Services on August 3, 2021 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.
- C. Town desires to make second amendment to the Agreement to the compensation for Services in Fiscal Year 2021/22 and Fiscal Years 2022/23 through Fiscal Year 2024/25.

AMENDMENT

1. 2.6 Compensation is amended to read as follows:
 - For Fiscal year 2021/22, the annual compensation for Services shall be increased by \$67,000 for a total annual amount of \$202,000; and
 - For Fiscal Year 2022/23 to Fiscal Year 2024/25, the annual compensation for Services shall be increased by \$50,000 for a total annual amount of \$185,000 for the three fiscal years, for a total revised contract amount not to exceed \$900,567.
2. 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:

St. Francis Electric, by:

DocuSigned by:
Laurel Prevetti 4/25/2022
853FEEA2EB39470...
Laurel Prevetti
Town Manager

DocuSigned by:
Guy Smith 4/15/2022
4B1EB3DD40B2494...
Guy Smith / Vice President
Name/Title

Recommended by:

DocuSigned by:
Timm Borden 4/16/2022
9AC05166650A487...
Timm Borden
Interim Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Robert W. Schultz 4/22/2022
2FE09065558744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 4/25/2022
B9000F05B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification this 22nd day of July 2021 and amends that certain AGREEMENT FOR SERVICES dated June 5, 2018, made by and between the TOWN OF LOS GATOS, ("Town,") and ST. FRANCIS ELECTRIC, ("Service Provider").

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on November 1, 2020 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement to the compensation of the agreement for Fiscal Year 2020/21 for Underground Service Alert (USA) Locating Services.

AMENDMENT

1. 2.6 Compensation is amended to read as follows:
 - Compensation for Underground Service Alert (USA) Locating Services for Fiscal Year 2020/21 shall be increased in an amount of \$8,567, for a total of \$143,567, for a total revised contract amount not to exceed \$683,567.
2. 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:

St. Francis Electric, by:

DocuSigned by:

Laurel Prevetti

8/3/2021

853FEEA2EB39470...

Laurel Prevetti
Town Manager



Recommended by:

DocuSigned by:

Matt Morley

8/3/2021

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Matt Morley
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Robert W. Schultz

8/3/2021

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Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

8/4/2021

B9666F65B1F34E6...

Shelley Neis, MMC, CPMC, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 15th of September 2020, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and St. Francis Electric ("Service Provider"), whose address is 975 Carden St., San Leandro, CA. 94577. 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 a comprehensive Street Lighting and Traffic Signal Preventive Maintenance and Repair 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. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on August 26, 2020, 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 November 1, 2020 and will continue through June 30, 2025, 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 year one shall not exceed \$135,000. Compensation for future years will be the base cost of \$135,000 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. 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

- 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: one million dollars (\$1,000,000) 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 officers, officials, employees and volunteers 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 officers, officials, employees and volunteers. 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.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, 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 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
- 4.4.1 The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such

payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney’s fee relating to such fine.
- 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 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.

- 4.6 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.
- 4.7 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

Service Provider:
St. Francis Electric
975 Carden St.
San Leandro, CA. 94577

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.8 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.
- 4.9 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.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 10/6/2020
Laurel Prevetti, Town Manager

Recommended by:

DocuSigned by:
Matt Morley 9/30/2020
Matt Morley, Director of Parks and Public Works

St. Francis by:

DocuSigned by:
Guy Smith 9/30/2020
4B1EB3DD40B2494...
Vice President
Title

Approved as to Form:

DocuSigned by:
Robert W. Schultz 10/6/2020
2FE09385558744C
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 10/6/2020
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk



Signals Streetlights RFP Cost Summary 2020

ITEM NO. 8.

Attachment 2: Signals/Streetlights Quote Summary 2020			St. Francis Electric		
Basic Services					
Bid Item	Location	Description	Unit Price	Quantity	Monthly Cost
1	Los Gatos	Street Light Maintenance	\$1.10	1600	\$1,760
2	Los Gatos	Traffic Signal PM	\$120.00	31	\$3,720
3	Los Gatos	Parking Lot Light Maintenance	\$1.10	119	\$131
4	Los Gatos	USA Locating	\$140.00		
5					
6					
7					
8					
9					
			Monthly	Total	\$5,611
			Annual	Total	\$67,331
Additional Services T & M			Per Hour		
10					
11					
12					
13					

2024-2025 Los Gatos- SFE Pricing Schedule with CP1 increase 2.5%

	2020 Rate	CP1 2.5%	2024-2025 Rate
Table A.			
Streetlight Maintenance & Repair Flat Rates	\$ 1.10	\$ 0.03	\$ 1.13

Table B.			
TS Preventative Maint Flat Rates	\$ 120.00	\$ 3.00	\$ 123.00

Table C.			
Parking Lot Light Maint & Repair Flat Rates	\$ 1.10	\$ 0.03	\$ 1.13

Table D.			
USA Locating & Marking Flat Services	\$ 140.00	\$ 3.50	\$ 143.50

Table E. Labor Rates for Extra Work, as Required			
Journeyman Electrician REG	\$ 145.00	\$ 3.63	\$ 148.63
Journeyman Electrician OT	\$ 225.00	\$ 5.63	\$ 230.63
Foreman Electrician REG	\$ 155.00	\$ 3.88	\$ 158.88
Foreman Electrician OT	\$ 245.00	\$ 6.13	\$ 251.13
Laborer REG	\$ 75.00	\$ 1.88	\$ 76.77
Laborer OT	\$ 105.00	\$ 2.63	\$ 107.63
Crane Operator REG	\$ 110.00	\$ 2.75	\$ 112.75
Crane Operator OT	\$ 160.00	\$ 4.00	\$ 164.00
Supervisor/ Genral Foreman REG	\$ 165.00	\$ 4.13	\$ 169.13
Supervisor/ General Foreman OT	\$ 265.00	\$ 6.63	\$ 271.63

Table F. Equipment Rates for Extra Work, as Required			
Bucket Truck	\$ 40.00	\$ 1.00	\$ 41.00
Crane Truck	\$ 75.00	\$ 1.88	\$ 76.88
Dump Truck	\$ 35.00	\$ 0.88	\$ 35.88
Utility/ Flat Bed Truck	\$ 35.00	\$ 0.88	\$ 35.88
Compressor	\$ 10.00	\$ 0.25	\$ 10.25
Arrow Board	\$ 10.00	\$ 0.25	\$ 10.25

Table G. Miscellaneous Lighting Services, Extra Repair				
1	Install Town Standard HPS Fixture (non-decorative)	\$ 530.00	\$ 13.25	\$ 543.25
2	Install Town Standard LED light fixture (non-decorative)	\$ 665.00	\$ 16.63	\$ 681.63
3	Install Town furnished light fixture	\$ 185.00	\$ 4.63	\$ 189.63
4	Install light pole with arm on existing foundation – Octaflute pole	\$ 5,330.00	\$ 133.25	\$ 5,463.25
5	Install light pole with arm on existing foundation – Type 15 pole	\$ 4,100.00	\$ 102.50	\$ 4,202.50
6	Install light pole with Town furnished arm on existing foundation – Octaflute pole	\$ 4,335.00	\$ 108.38	\$ 4,443.38
7	Install light pole with Town furnished arm on existing foundation – Type 15 pole	\$ 3,780.00	\$ 94.50	\$ 3,874.50
8	Construct light pole foundation and restore affected sidewalk	\$ 3,520.00	\$ 88.00	\$ 3,608.00
9	Construct light pole foundation and restore affected area (no sidewalk)	\$ 2,640.00	\$ 66.00	\$ 2,706.00

10	Install Town furnished light pole and arm	\$ 950.00	\$ 23.75	\$ 973.75
11	Install luminaire arm on existing Octaflute pole	\$ 750.00	\$ 18.75	\$ 768.75
12	Install luminaire arm on existing Type 15 pole	\$ 750.00	\$ 18.75	\$ 768.75
13	Install Town furnished luminaire arm	\$ 185.00	\$ 4.63	\$ 189.63
14	Install pull box (#3 ½) and restore affected sidewalk	\$ 500.00	\$ 12.50	\$ 512.50
15	Install pull box (#3 ½) and restore affected area (no sidewalk)	\$ 280.00	\$ 7.00	\$ 287.00

Table H.

1. Installation of Pole

A.	1B Pole on new foundation and restore affected sidewalk	\$ 3,900.00	\$ 97.50	\$ 3,997.50
B.	1B Pole on new foundation and restore affected area (no sidewalk)	\$ 3,000.00	\$ 7.50	\$ 3,007.50
C.	1B Pole on existing foundation	\$ 750.00	\$ 18.75	\$ 768.75
D.	PPB post with ADA push button assembly on new foundation	\$ 1,250.00	\$ 31.25	\$ 1,281.25
E.	PPB post with ADA push button assembly on existing foundation	\$ 1,100.00	\$ 27.50	\$ 1,127.50

2. Installation of Inductive Loops

A1.	6'x6' Type A, B, D, E, and Q or 2X6 Loops 1-4	\$ 2,500.00	\$ 62.50	\$ 2,562.50
A2.	6'x6' Type A, B, D, E, and Q or 2X6 Loops (5-8)	\$ 550.00	\$ 13.75	\$ 563.75
A3.	6'x6' Type A, B, D, E, and Q or 2X6 Loops (9-12)	\$ 450.00	\$ 11.25	\$ 461.25
A4.	6'x6' Type A, B, D, E, and Q or 2X6 Loops (12 or more)	\$ 400.00	\$ 10.00	\$ 410.00
B1.	2'x6' Type C Bicycle Loops (1-4)	\$ 2,500.00	\$ 62.50	\$ 2,562.50
B2.	2'x6' Type C Bicycle Loops (5-8)	\$ 550.00	\$ 13.75	\$ 563.75
B3.	2'x6' Type C Bicycle Loops (9-12)	\$ 450.00	\$ 11.25	\$ 461.25
B4.	2'x6' Type C Bicycle Loops (12 or more)	\$ 400.00	\$ 10.00	\$ 410.00

3. Installation of LED Modules

A.	Non PV Heads			
1A	Red	\$ 185.00	\$ 4.63	\$ 189.63
2A	Yellow	\$ 185.00	\$ 4.63	\$ 189.63
3A	Green	\$ 185.00	\$ 4.63	\$ 189.63
B.	PV Head Retrofit			
1B	Red	\$ 175.00	\$ 4.38	\$ 179.38
2B	Yellow	\$ 175.00	\$ 4.38	\$ 179.38
3B	Green	\$ 175.00	\$ 4.38	\$ 179.38
C.	Pedestrian Countdown (Combo)	\$ 250.00	\$ 6.25	\$ 256.25

4. Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed

	A. Non PV Heads			
1A.	3- Section	\$ 660.00	\$ 16.50	\$ 676.50
2A.	4- Section	\$ 860.00	\$ 21.50	\$ 881.50
3A.	5- Section	\$ 920.00	\$ 23.00	\$ 943.00
	B. PV Heads			
1A.	3- Section	\$ 3,455.00	\$ 86.38	\$ 3,541.38
2B.	4- Section	\$ 4,620.00	\$ 115.50	\$ 4,735.50
3C.	5- Section	\$ 550.00	\$ 13.75	\$ 563.75

5. Installation of Mounting Bracket

A.	MAS	\$ 510.00	\$ 12.75	\$ 522.75
B.	MAT	\$ 390.00	\$ 9.75	\$ 399.75
C.	TV-1-T	\$ 825.00	\$ 20.63	\$ 845.63
D.	TV-2-T	\$ 930.00	\$ 23.25	\$ 953.25
E.	TV-3-Y	\$ 1,155.00	\$ 28.88	\$ 1,183.88
F.	SV-1-T	\$ 760.00	\$ 19.00	\$ 779.00
G.	SV-2-T	\$ 835.00	\$ 20.88	\$ 855.88
H.	SV-3-T	\$ 1,050.00	\$ 26.25	\$ 1,076.25
I.	SP-1-T	\$ 640.00	\$ 16.00	\$ 656.00
J.	SP-2-T	\$ 810.00	\$ 20.25	\$ 830.25

6	Installation of Pedestrian Signal Head (with LED Countdown)	\$ 560.00	\$ 14.00	\$ 574.00
7	Installation of Audible Pedestrian Signal	\$ 500.00	\$ 12.50	\$ 512.50
8	Installation of Pedestrian Push Button Assembly	\$ 465.00	\$ 11.63	\$ 476.63
9	Installation of Town finished signal controller cabinet assembly on existing foundation	\$ 2,950.00	\$ 73.75	\$ 3,023.75
10	Install pull box and restore affected sidewalk			
10A.	Each #4	\$ 1,540.00	\$ 38.50	\$ 1,578.50
10B.	Each #5	\$ 2,295.00	\$ 57.38	\$ 2,352.38
10C.	Each #6	\$ 2,520.00	\$ 63.00	\$ 2,583.00
11	Install pull box in street (traffic grade) and restore affected area			
11A.	Each #4	\$ 2,155.00	\$ 53.88	\$ 2,208.88
11B.	Each #5	\$ 2,295.00	\$ 57.38	\$ 2,352.38
11C.	Each #6	\$ 2,520.00	\$ 63.00	\$ 2,583.00
12	Replace/install pull box in dirt and restore affected area			
12A.	Each #4	\$ 495.00	\$ 12.38	\$ 507.38
12B.	Each #5	\$ 520.00	\$ 13.00	\$ 533.00
12C.	Each #6	\$ 550.00	\$ 13.75	\$ 563.75
13	Conflict monitor (CMU/MMU) test	\$ 185.00	\$ 4.63	\$ 189.63
14	Percent Markup on Materials	15%	15%	15%



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO. 9.

ITEM NO: 9

DATE: February 11, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Authorize The Town Manager to Execute an Agreement with Sustainable Waze to Continue to Produce, Manage, and Promote Los Gatos Music in The Park Summer Concert Series through 2027 for \$20,000 Annually, for a Total Amount Not to Exceed \$60,000

RECOMMENDATION:

Authorize the Town Manager to execute an agreement with Sustainable Waze to continue to produce, manage, and promote Los Gatos Music in the Park summer concert series through 2027 for \$20,000 annually, for a total amount not to exceed \$60,000.

BACKGROUND:

Since 1988, Music in the Park (MIP) has been a free public summer concert series held on Sunday evenings on the Los Gatos Civic Center lawn. Over the years, MIP has been managed by multiple parties including the Town’s Arts and Culture Commission, Los Gatos Music and Arts (2009-2015), Los Gatos Music in the Park (2016 and 2017), Town staff (2018 and 2019), and most recently, Sustainable Waze (2022 to the present).

During December 2017, Town staff issued a Request for Proposals (RFP) for the production and management of the 2018 Music in the Park Summer Concert series when the prior entity opted to no longer produce the series. At the conclusion of the RFP deadline, no proposals were received.

Given that no external parties stepped forward to manage MIP, the Town Council directed staff to produce the 2018 summer concert series. At the conclusion of the 2018 MIP season, Council directed staff to produce the 2019 MIP season with the understanding that the Town would

PREPARED BY: Monica Renn
Economic Vitality Manager

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

PAGE 2 OF 3

SUBJECT: Los Gatos Music in the Park Agreement

DATE: February 11, 2025

seek outside production of the series going forward as continuing to internally produce, manage, and promote the summer concert series was not feasible. During both years the Town implemented the event, the workload on staff was extensive and the Town realized a net loss on the event budget.

On January 31, 2020, the Town issued an RFP for a third-party vendor to coordinate and execute the 2020 MIP season. On March 3, 2020, the Town Council considered the results of the RFP, and approved staff's recommendation to work with Sustainable Waze, the Town's current MIP organizer. As a part of the approval, the Town Council also approved the organizer's request for \$20,000 in sponsorship dollars, along with several in-kind staff services and subsidized permit fees to support the concert series.

Due to the COVID-19 Pandemic and the community health and safety provisions in place at the time, both the 2020 and 2021 MIP Concert Series were postponed. In the FY 2022/23 budget, the Town Council again allocated the \$20,000 sponsorship, and in-kind services and permit fees to support MIP, thus the series returned in the summer of 2022 with Sustainable Waze working as the event Organizer.

On February 7, 2023, staff returned to reconfirm the Town Councils desire to continue to contract with Sustainable Waze as the organizer of Los Gatos Music in the Park, with options to extend the services through 2025 (Attachment 1).

DISCUSSION:

Sustainable Waze continues to successfully partner with the Town on the event, thus staff recommends that the Town execute a three-year agreement with this organizer to continue to produce, manage, and promote this beloved annual community event. The longevity of this agreement, versus an annual agreement, allows for the organizer to plan further in advance for each summer concert series and create synergistic connections between each summer. While the current agreement allowed for the services to extend into 2025 if mutually agreed upon between the Town and Sustainable Waze, the termination of the agreement was September 30, 2024, thus has to return for Town Council approval for the extension.

Attachment 2 provides a draft of an updated agreement between the Town and Sustainable Waze. The language of the agreement has been refreshed to reflect a contract for services through 2027, that includes the production, management, and promotion of Los Gatos Music in the Park, rather than a payment as sponsorship. In addition, language has been added to protect the use of the name and logo affiliated Los Gatos Music in the Park, such that it may only be used under the terms of this agreement. This has not been a concern with the current organizer, although was with a past organizer.

PAGE 3 OF 3

SUBJECT: Los Gatos Music in the Park Agreement

DATE: February 11, 2025

Following the completion of the terms of the proposed draft agreement in the fall of 2027, staff will return to the Town Council for a discussion on next steps for options to continue MIP, should that be the desire of the Town Council.

CONCLUSION:

Authorize the Town Manager to execute an agreement with Sustainable Waze to continue to produce, manage, and promote the Town's Music in the Park (MIP) summer concert series through 2027.

ALTERNATIVES:

Alternatively, the Town Council may choose to execute an agreement with Sustainable Waze through 2025 and direct staff to issue an RFP for subsequent years, or direct staff to return to the Town Council for a discussion to evaluate the continuation of the Summer Concert Series beyond 2025.

FISCAL IMPACT:

The first payment of \$10,000 for the 2025 Summer Concert Series has been previously allocated in the FY 2024/25 Town Budget. An additional \$20,000 will need to be allocated annually. The cost of the agreement totals \$60,000 through FY 2027/28.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Previously Executed Agreement with Sustainable Waze for the Production of MIP
2. Draft Agreement with Sustainable Waze for the Production, Management, and Promotion of MIP through 2027.

AGREEMENT BY AND BETWEEN THE TOWN OF LOS GATOS AND SUSTAINABLE WAZE FOR SPONSORSHIP OF THE LOS GATOS MUSIC IN THE PARK SUMMER CONCERT SERIES

THIS AGREEMENT is made and entered into on February 29, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and SUSTAINABLE WAZE, a Non-Profit Corporation ("Contractor"), whose address is 124 A Edelen Avenue, Los Gatos, California. This Agreement is made with reference to the following facts.

I. RECITALS

WHEREAS, on March 3, 2020, the Town Council selected Sustainable Waze to produce, manage, and promote the Music in the Park Summer Music Concert Series; and

WHEREAS, on February 7, 2023, the Town Council reconfirmed their selection of Sustainable Waze to produce, manage, and promote the Music in the Park Summer Music Concert Series; and

WHEREAS, Town has agreed to purchase the naming rights and sponsor Music in the Park for the amount not to exceed \$20,000 annually for the event name: "Los Gatos Music in the Park" with no additional sponsor name in the title; and,

WHEREAS, Town appropriated funds in its Fiscal Year 2023/2024 Budget for allocation of funds; and

WHEREAS, the Town has agreed to provide additional support in the form of in-kind services and the relief of Town fees to support for the following items, as resources and scheduling is available: installation, usage and removal of the Town owned stage, installation and removal of Music in the Park banner at the Civic Center, special event permit, banner permit, park use, chamber lobby use, and no parking sign fees, and two Los Gatos-Monte Sereno Police Officers at each concert as resources are deemed necessary and available, as directed by the Chief of Police or his or her designee.

- 1.1 Contractor represents and agrees that it is willing to comply with the terms of this Agreement.

II. AGREEMENTS

- 2.1 Term of Agreement. The term shall commence upon the execution of this Agreement and shall terminate on September 30, 2024; with one option to renew for an additional year if mutually agreed upon between the Town and Contractor.
- 2.2 Termination of Agreement. The Town and Contractor shall have the right to terminate this Agreement with or without cause by giving not less than 90 days' written notice of termination. In the event of termination, Contractor shall deliver to Town all plans, files,

documents, reports, performed to date by the Contractor. In the event of such termination, Town shall pay Contractor 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.

- 2.3. Scope of Agreement. In exchange for a \$20,000 sponsorship fee and in-kind services from the Town and relief of specific Town fees associated with Music in the Park, Contractor will provide the Summer Music Concert Series, as described in Exhibit A.
- 2.4 Special Event Permit. As part of the terms of the original Request for Proposal (RFP), Contractor is required to apply for, and follow the special event permit application process. As such, all conditions, including the scope of work, use of premises, timelines, requirements, and Town commitments will be included in the special event permit conditional letter of approval.
- 2.5 In-Kind Services. the Town has agreed to provide in-kind services and the relief of Town fees to support for the following items, as resources and scheduling is available: installation, usage and removal of the Town owned stage, installation and removal of Music in the Park banner at the Civic Center, special event permit, temporary banner permit, park use, Town staff attendant for Council Chamber Lobby, Council Chamber Lobby use, and no parking sign fees, and two Los Gatos-Monte Sereno Police Officers at each concert as resources are deemed necessary and available, as directed by the Chief of Police or his or her designee.
- 2.6 Terms of Sponsorship.
- 2.6.a. The Town shall remain the sole naming rights sponsor for Music in the Park to remain "Los Gatos Music in the Park" with no additional sponsor name in the title.
- 2.6.b. The Town will be recognized as a Premier Sponsor in all print, web, and social media marketing, including large logo on main sign located behind main stage.
- 2.6.c. The Town shall have a sponsor tent at all concerts in premier location on the Civic Center Lawn.
- 2.6.d. Large feather banners, exclusively with the Town logo prominently displayed at each concert.

- 2.7 **Compensation.** Compensation for naming rights sponsorship shall not exceed **\$20,000 annually.**

An initial payment of \$10,000 shall be made prior to the first concert. A second payment of up to \$10,000 shall be made at the conclusion of the concert series.

- 2.8 **Billing.** Contractor must provide the Town with a detailed invoice in order for payment to be made. All invoices and statements to the Town shall be addressed as follows:

Email to: Jertell@losgatosca.gov

Or, Mail to: Town of Los Gatos

Attn: Jessica Ertell

110 E. Main Street

Los Gatos, CA 95030

- 2.9 **Use of Funds.** Contractor shall not use any monies received under this Agreement for anything other than items related to the direct marketing or production of the Music in the Park summer concert series.

III. INSURANCE AND INDEMNIFICATION

- 3.1. **Indemnification.** The Contractor 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 work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subconsultant.

- 3.2. **Minimum Scope of Insurance:**

- i. Contractor 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. Contractor 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. Contractor 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.

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 Contractor; products and completed operations of Contractor, premises owned or used by the Contractor.
- ii. The Contractor'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, or agents, shall be excess of the Contractor'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, or agents.
- iv. The Contractor'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.

3.3 **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.

3.4 **Workers' Compensation.** In addition to these policies, Contractor 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, Contractor shall ensure that all subcontractors employed by Contractor provide the required Workers' Compensation insurance for their respective employees.

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. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the Town and Contractor. 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 Contractor have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:

853FEEA2EB30470...

 Laurel Prevetti, Town Manager

Contractor, by:

DocuSigned by:

F8DE022DE7D2406...

 Neal Turley

Founder

 Title

Approved as to Form:

DocuSigned by:

EF06738A5534428...

 Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

8F8EBC9E2C214F8...

 Wendy Wood, CMC, Town Clerk

AGREEMENT BY AND BETWEEN THE TOWN OF LOS GATOS AND SUSTAINABLE WAZE FOR THE PRODUCTION, MANAGEMENT, AND PROMOTION OF THE LOS GATOS MUSIC IN THE PARK SUMMER CONCERT SERIES

THIS AGREEMENT is made and entered into on February 18, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and SUSTAINABLE WAZE, a Non-Profit Corporation – CA – Public Benefit, whose address is 104 A Edelen Avenue, Los Gatos, California. This Agreement is made with reference to the following facts.

I. RECITALS

WHEREAS, on March 3, 2020, the Town Council selected Sustainable Waze to produce, manage, and promote the Music in the Park Summer Concert Series, however the event was cancelled due to the COVID-19 Pandemic; and

WHEREAS, on February 7, 2023, the Town Council reconfirmed their selection of Sustainable Waze to produce, manage, and promote the Music in the Park Summer Concert Series with options to renew the agreement for two additional years, through 2025; and

WHEREAS, on February 18, 2025, the Town Council extended the contract through the 2027 Music in the Park Summer Concert Series given the terms of this agreement are met annually.

- 1.1 Sustainable Waze represents and affirms that it is willing to comply with the terms pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Term of Agreement. The term shall commence upon the execution of this Agreement and shall terminate on September 30, 2027. The Town and Sustainable Waze 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 Sustainable Waze shall deliver to the Town all plans, files, documents, reports, performed to date by the Sustainable Waze. 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.
- 2.2 Scope of Agreement. This agreement pertains to the Town's payment of \$20,000 per annual Music in the Park Summer Concert Series, in-kind services, and the relief of specific Town fees associated with Music in the Park as outlined in this Agreement and approved by Town Council at the February 18, 2025 Town Council Meeting; and,

2.3 Sustainable Waze shall successfully deliver a local, family-friendly Summer Concert Series primarily focused on attracting Los Gatos residents and close neighbors, and agrees to provide the following services:

- a) Plan, organize, produce, manage, and fund the Music in the Park Summer Concert series; and
- b) Provide a positive, high-quality, social experience through music for families and community members; and,
- c) Program each annual summer concert series to include a minimum of six and maximum of eight weekly concerts, on Sunday evenings from 5:00 p.m. to 7:00 p.m. located at the Los Gatos Civic Center Lawn, throughout July and August (dates, times, and location may be adjusted if mutually agreed upon in writing by the Town and Sustainable Waze); and,
- d) Audition, book, contract with, pay, and oversee the performers that include a variety of music genres, performed by local or regional acts that will appeal to a large, diverse audience; and,
- e) Provide a professional sound system and sound engineer on site for the duration of the concert that provides appropriate music sound levels; and,
- f) Provide an adequate number of staff and volunteers to run the concerts and clean after the concerts; and,
- g) Maintain a clean, safe, and attractive environment for the concerts, and,
- h) Apply for a Town special event permit and abide by the Conditions of Approval provided by Town staff through the Special Event Permit process.

2.4 Funding and in-kind services. Town agrees to provide \$20,000 in funding to Sustainable Waze per annual concert season for its successful implementation of Los Gatos Music in the Park, in addition to the following in-kind services and fee relief, as resources and scheduling are available: installation, usage, and removal of the Town owned stage, installation and removal of Music in the Park banner at the Civic Center, special event permit fees, banner permit fees, park use fees, Chamber Lobby use and fees, no parking sign fees, design assistance and approval of banners and marketing collateral, Los Gatos-Monte Sereno Police Officers at each concert as resources are deemed necessary and available, as directed by the Chief of Police or his or her designee, and Parks and Public Works staff at each concert as deemed necessary and available by the Parks and Public Works Director or his or her designee.

- 2.5 Special Event Permit. Sustainable Waze shall complete the Town's required special event permit process prior to each concert season by submitting a completed Town of Los Gatos Special Event Permit application to Town staff which shall include scope of work, use of premises, concert dates, timelines, and related event logistics for the corresponding concert season. In response, Town staff will provide conditions of approval that must be met by Sustainable Waze prior to the concert series inclusive of Town resources that will be provided to support the event. Town Staff reserves the right to modify the conditions of approval as the concert series progresses through each summer. The Town reserves the right to deny specific event elements that do not meet the intent of creating a community event that is welcoming and family friendly.
- 2.6 Terms of use of the name "Los Gatos Music in the Park" The Town retains all naming rights for the Los Gatos Music in the Park Summer Concert Series, and it shall be named "Los Gatos Music in the Park" with no additional name in the title; and
- 2.7 The "Los Gatos Music in the Park" name and logo may be used by Sustainable Waze only during the time of this Agreement and only as the promotion directly relates to the "Los Gatos Music in the Park Summer Concert Series;" and,
- 2.8 The Town staff shall assist with the creation and design of the official Los Gatos Music in the Park Banner and related marketing materials used to promote the concert series in print and social media; and,
- 2.9 The Town will be recognized as a premier event partner in all print, web, social media and related marketing, including a large logo on the Main Stage Banner, located behind main stage; and,
- 2.10 The Town shall be provided with marketing, banners, on-site tent area, and other benefits similar to those extended to top-level event sponsors.
- 2.11 Compensation. The Town's direct monetary compensation **shall not exceed \$20,000 annually, or \$60,000 for the duration of this agreement**, with the initial annual payment of \$10,000 made after the Special Event Permit Application process has been completed, and prior to first concert of the summer series. An additional payment of \$10,000 shall be made annually at the conclusion of a given year's concert series with documentation indicating that the terms of this agreement have been met
- 2.12 Billing. Sustainable Waze must provide the Town with a detailed invoice in order for payment to be made. All invoices and statements to the Town shall be addressed as follows:

Email to: AP@losgatosca.gov
Or, Mail to: Town of Los Gatos

Attn: Accounts Payable,
110 E. Main Street
Los Gatos, CA 95030

2.13 Use of Funds. Sustainable Waze shall not use any monies received under this agreement for anything other than items related to the direct marketing or production of the Los Gatos Music in the Park summer concert series.

III. GENERAL TERMS

- 3.1 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.
- 3.2 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.
- 3.3 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the Town and Sustainable Waze. 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 Sustainable Waze have executed this Agreement.

Town of Los Gatos by:

Service Provider, by:

Chris Constantin, Town Manager

Neal Turley, Founder, Sustainable Waze

Approved as to Form:

Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 2/18/2025

ITEM NO: 10

ITEM NO. 10.

DATE: February 12, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Second Amendment with Chavan & Associates, LLP. to Extend the Contract for One Year, Update the Scope of the Original Agreement, and Increase Compensation by \$56,500 for a Total Agreement Amount Not to Exceed \$189,000

RECOMMENDATION:

Authorize the Town Manager to execute a second amendment with Chavan & Associates, LLP. to extend the contract for one year, update the scope of the original agreement, and increase the compensation by \$56,500 for a total agreement amount not to exceed \$189,000.

BACKGROUND:

In 2021, the Town of Los Gatos issued a Request for Proposal (RFP) for qualified independent certified public accounting firms to audit its annual financial statement for three fiscal years (FY 2021-22, 2022-23, and 2023-24), with an option to extend the agreement an additional two fiscal years with Town Council approval.

Based upon the proposals, interviews, and reference checks, Town staff, in consultation with the Finance Commission, selected Chavan & Associates, LLP. On December 21, 2021, the Town Council received the Finance Commission's recommendation and authorized the Town Manager to execute a three-year agreement with Chavan & Associates, LLP.

On April 2, 2024, the Council approved the first amendment to the agreement which updated the scope of services and compensation in the contract to include required Transportation Development Act Audits.

PREPARED BY: Eric Lemon
Finance and Accounting Manager

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

PAGE 2 OF 3
SUBJECT: Chavan & Associates Agreement
DATE: February 12, 2025

DISCUSSION:

With this second amendment, the Town requests to extend the agreement with Chavan & Associates, LLP for an optional one-year term and amend the agreement to update the scope, term, and compensation sections.

The Firm charged for additional services (\$4,000) for the FY 2023-24 Annual Comprehensive Financial Report's (ACFR) Management, Discussion, and Analysis (MD&A) section and extra meetings the Partner prepared for and attended, which were based on the hourly rate provided in the original engagement letter. The additional charges are included in the amended not to exceed amount.

CONCLUSION:

Staff recommends the Council authorize the Town Manager to execute a second amendment with Chavan & Associates, LLP. to extend the contract for one year, update the scope of the original agreement, and increase the compensation by \$56,500 for a total agreement amount not to exceed \$189,000.

FISCAL IMPACT:

There is no fiscal impact for the year FY 2024-25. In the subsequent year, charges will be included in the proposed Operating and Capital Budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Second Amendment with Chavan & Associates, LLP
2. Engagement Letter – FY 2024-25 Town Audit
3. Engagement Letter – FY 2024-25 TDA
4. First Amendment with Chavan & Associates, LLP
5. Original Agreement with Chavan & Associates, LLP

2nd AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 12th day of February, 2025 and amends that certain agreement for Auditing Services dated 1/12/2022, made by and between the Town of Los Gatos, ("Town,") and the Chavan & Associates, LLP. ("Consultant.")

RECITALS

- A. Town and Consultant entered into an Auditing Services Agreement on 1/12/2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 5 to this Amendment.
- B. Town and Consultant entered into a 1st Amendment to the Agreement on 4/2/2024, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 4 to this Amendment.
- C. Town desires to amend the Agreement to update the scope of work, term and time of performance, and compensation sections.

AMENDMENT

1. Section 2.1, "Scope of Services" is amended to include the additional services described in that certain proposal sent to the Town on October 8, 2021, Engagement Letter dated March 25, 2024, Engagement Letter dated October 7, 2024, and Engagement Letter dated December 19, 2024, which is hereby incorporated by reference and included as attachments 5, 4, 3, and 2, respectively.
2. Section 2.2, "Term and Time of Performance" is amended to read this contract will remain in effect from 01/01/22 to 01/31/26.
3. Section 2.6, "Compensation" is amended to read Compensation for the consultant's professional services will be increased by \$56,500 for a total agreement that **shall not exceed \$189,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
4. 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

Approved as to Consent:

By: _____
Chris Contantin, Town Manager

By: _____
Chavan & Associates, LLP

Department Approval:

Gitta Ungvari
Director of Finance

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk



October 7, 2024

Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

We are pleased to confirm our understanding of the services we are to provide for the Town of Los Gatos (the “Town”) for the fiscal year ending June 30, 2025. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town and the related notes to the financial statements, which collectively comprise the Town’s basic financial statements. In addition, we will audit the Town’s compliance over major federal award programs, and perform the services as noted in **Exhibit A**, as applicable each fiscal year. We are pleased to confirm our acceptance of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards (GAGAS), will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that the items noted below be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of



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measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP and will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis.
2. Major fund budget to actual schedules.
3. Pension schedules.
4. Other postemployment benefit schedules.

Supplementary Information Other than RSI

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS.

We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Nonmajor governmental fund combining balance sheets and statements of revenues, expenditures and changes in fund balances.
2. Nonmajor budgetary comparison schedules.
3. Proprietary funds combining balance sheets and statements of revenues, expenditures and changes in net position, and cash flows, as applicable.
4. Fiduciary fund statements, as applicable.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. ACFR introductory section.
2. Statistical tables.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal



awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS *and* in accordance with Government Auditing Standards. As part of an audit in accordance with GAAS *and in accordance with Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.² However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial



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statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of [Entity Name]'s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit of Major Program Compliance

Our audit of the Town's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget's (OMB) Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;



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3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;;
7. For identifying and ensuring that the Town complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that [management] expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report;4 and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the Town's auditor;



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17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance and the financials;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information and schedule of expenditures of federal awards (SEFA) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information and SEFA in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the supplementary information and SEFA, (c) to include our report on the supplementary information and the SEFA in any document that contains the supplementary information and that indicates that we have reported on such supplementary information and the SEFA, and (d) to present the supplementary information and the SEFA with the audited financial statements, or if the supplementary information and the SEFA will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information and the SEFA no later than the date of issuance by you of the supplementary information and the SEFA and our reports thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.



Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows (see **Exhibit A**):

Fiscal year ending June 30, 2025	\$48,500
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Our fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

Engagement Partner	\$300 per hour
Associate Partner	\$250 per hour
Manager	\$200 per hour
Senior Auditor	\$150 per hour
Staff Auditor	\$125 per hour
Administrative	\$100 per hour

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the Town will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

If the services to be performed by C&A are not performed in an acceptable manner to the Town, the Town may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the Town, and the Town may rescind the cancellation if such action is in Town's best interest. Notwithstanding the above provisions, the Town may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the Town provided those goods or services were provided in a manner acceptable to the Town. Payment for those goods and services shall not be unreasonably withheld.



Chavan and Associates, llp
Certified Public Accountants

Sheldon Chavan, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available upon request or on our website.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.



Nonattest Services

With respect to any nonattest services we perform, the Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include the preparation of the audited financial statements, note disclosures, supplemental information (as noted above), the schedule of expenditures of federal awards, the data collection form, the state controller's annual reports; statistical schedules that are derived from the audited financial statements. These items will be prepared from information prepared and provided by the Town during our audit, such as the Town's trial balance.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management in performing its responsibilities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including GAAS, GAGAS and Uniform Guidance as previously noted.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Town with regard to the nonattest services provided, but the Town must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Reporting

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the Town Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.



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In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

At the conclusion of our audit engagement, we will communicate to management and the Council the following significant items from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Sheldon Chavan, CPA, Managing Partner
Chavan & Associates, LLP



Chavan and Associates, llp
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Town of Los Gatos.

Signature:

Title:

Date:



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 Certified Public Accountants

Exhibit A

Services	Hours	2025
Town Audit	340	\$ 34,000
Single Audit	30	3,000
GANN Limit	4	500
ACFR Preparation	48	6,000
Consulting, Updates and Guidance	N/A	Included
Present Reports to Board and Committees	N/A	Included
Conversion Entries	N/A	Included
Subtotal Base Audit	422	43,500
Annual Financial Transactions Report	16	2,250
Measure G AUP	24	2,750
Total All-Inclusive Maximum Price	462	\$ 48,500



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December 19, 2024

Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

We are pleased to confirm our understanding of the services we are to provide for the Town of Los Gatos (the “Town”) for the fiscal year ending June 30, 2025. We will audit the Transportation Development Act (TDA) financial statements and the related notes to the TDA financial statements for each fiscal year then ended. This includes the annual fiscal audit as required by PUC Section 99245. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town’s compliance with the regulations of the Transportation Development Act, including section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (GAGAS). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the



determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period(s) covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed. We also will perform tests and procedures required by the regulations of the Transportation Development Act, including section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission.

Audit of TDA Compliance

Our audit of the Town's compliance will be made in accordance with the requirements of the regulations of the Transportation Development Act, including section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission; and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion on TDA program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.



Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For identifying, in its accounts, all TDA awards received and expended during the period and the TDA programs under which they were received.
4. For maintaining records that adequately identify the source and application of funds for TDA funded activities;
5. For the design, implementation, and maintenance of internal control over TDA awards;
6. For establishing and maintaining effective internal control over TDA awards that provides reasonable assurance that the Town is managing TDA awards in compliance with section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission;
7. For identifying and ensuring that the Town complies with laws, regulations, grants, and contracts applicable to its activities and its TDA award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its TDA award programs;
8. For disclosing accurately, currently, and completely the financial results of each TDA award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package to the appropriate parties;
14. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;



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- b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the Town's auditor;
 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance and the financial statements;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows:

Fiscal year ending June 30, 2025	\$4,000
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Our fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).



Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

Engagement Partner	\$300 per hour
Associate Partner	\$250 per hour
Manager	\$200 per hour
Senior Auditor	\$150 per hour
Staff Auditor	\$125 per hour
Administrative	\$100 per hour

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the Town will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

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Sheldon Chavan, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

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The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

With respect to any nonattest services we perform, the Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include the preparation of the audited financial statements and note disclosures. These items will be prepared from information prepared and provided by the Town during our audit, such as the Town's trial balance.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management in performing its responsibilities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including GAAS and GAGAS.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Town with regard to the nonattest services provided, but the Town must make all decisions with regard to those matters.



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Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to management and the Council the following significant items from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available upon request or on our website.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com or follow the DocuSign link in the email provided. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Sheldon Chavan, CPA, Managing Partner
Chavan & Associates, LLP



Chavan and Associates, llp
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Town of Los Gatos.

Signature:

Title:

Date:

1st AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 2nd day of April, 2024 and amends that certain agreement for Auditing Services dated 1/12/2022, made by and between the Town of Los Gatos, ("Town,") and the Chavan & Associates, LLP. ("Consultant.")

RECITALS

- A. Town and Consultant entered into an Auditing Services Agreement on 1/12/2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement to update the scope of work and compensation sections.


AMENDMENT


- 1. Section 2.1, "Scope of Services" is amended to include the additional services described in that certain proposal sent to the Town on October 8, 2021 and Engagement letter dated March 25,2024, which is hereby incorporated by reference and included as attachments 1 and 2, respectively.
- 2. Section 2.6, "Compensation" is amended to read Compensation for the consultant's professional services will be increased by \$15,500 for total agreement that **shall not exceed \$132,500**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 3. 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

Approved as to Consent:

DocuSigned by:

 By: Laurel Prevetti 4/8/2024
853FEEA2EB39470...
 Laurel Prevetti, Town Manager

DocuSigned by:

 By: Sheldon Chavan 4/3/2024
718C358CF31C485...
 Chavan & Associates, LLP

Department Approval:

DocuSigned by:

 By: Gitta Ungvari 4/3/2024
8007F92FD4984FF...
 Gitta Ungvari
 Director of Finance

Approved as to Form:

DocuSigned by:
Gabrielle Whelan 4/8/2024
EFD6730A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 4/9/2024
BF6EB0BE20214F8...
Wendy Wood, CMC, Town Clerk



Chavan and Associates, llp
Certified Public Accountants

March 25, 2024

Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

We are pleased to confirm our understanding of the services we are to provide for the Town of Los Gatos (the "Town") for the fiscal years ending June 30, 2017, 2020, 2021, 2022 and 2024. We will audit the Transportation Development Act (TDA) financial statements and the related notes to the TDA financial statements for each fiscal year then ended. This includes the annual fiscal audit as required by PUC Section 99245. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's compliance with the regulations of the Transportation Development Act, including section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (GAGAS). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the



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determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period(s) covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed. We also will perform tests and procedures required by the regulations of the Transportation Development Act, including section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission.

Audit of TDA Compliance

Our audit of the Town's compliance will be made in accordance with the requirements of the regulations of the Transportation Development Act, including section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission; and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion on TDA program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.



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Certified Public Accountants

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For identifying, in its accounts, all TDA awards received and expended during the period and the TDA programs under which they were received.
4. For maintaining records that adequately identify the source and application of funds for TDA funded activities;
5. For the design, implementation, and maintenance of internal control over TDA awards;
6. For establishing and maintaining effective internal control over TDA awards that provides reasonable assurance that the Town is managing TDA awards in compliance with section 6666 of Title 21, of the California Code of Regulations, and the allocation instructions and resolutions of the Metropolitan Transportation Commission;
7. For identifying and ensuring that the Town complies with laws, regulations, grants, and contracts applicable to its activities and its TDA award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its TDA award programs;
8. For disclosing accurately, currently, and completely the financial results of each TDA award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package to the appropriate parties;
14. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;



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Certified Public Accountants

- b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
16. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the Town's auditor;
 17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance and the financial statements;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows:

Fiscal year ending June 30, 2017	\$2,500
Fiscal year ending June 30, 2020 (Program 1)	\$2,500
Fiscal year ending June 30, 2020 (Program 2)	\$2,500
Fiscal year ending June 30, 2021	\$500
Fiscal year ending June 30, 2022	\$2,500
Fiscal year ending June 30, 2024	\$2,500 to \$5,000



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Our fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

Engagement Partner	\$175 per hour
Associate Partner	\$125 per hour
Manager	\$95 per hour
Senior Auditor	\$80 per hour
Staff Auditor	\$65 per hour
Administrative	\$50 per hour

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the Town will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

If the services to be performed by C&A are not performed in an acceptable manner to the Town, the Town may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the Town, and the Town may rescind the cancellation if such action is in Town's best interest. Notwithstanding the above provisions, the Town may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the Town provided those goods or services were provided in a manner acceptable to the Town. Payment for those goods and services shall not be unreasonably withheld.

Sheldon Chavan, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.



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Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

With respect to any nonattest services we perform, the Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include the preparation of the audited financial statements and note disclosures. These items will be prepared from information prepared and provided by the Town during our audit, such as the Town's trial balance.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management in performing its responsibilities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including GAAS and GAGAS.



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- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Town with regard to the nonattest services provided, but the Town must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to management and the Council the following significant items from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available upon request or on our website.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com or follow the DocuSign link in the email provided. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.



Chavan and Associates, llp
Certified Public Accountants

Very truly yours,

C & A LLP

Sheldon Chavan, CPA, Managing Partner
Chavan & Associates, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Town of Los Gatos.

Signature:

Title:

Date:

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on 01/12/22 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Chavan & Associates, LLP, ("Consultant"), whose address is 15105 Concord Circle, Suite 130, Morgan Hill CA 95037. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide professional auditing 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 on October 8, 2021, which is hereby incorporated by reference and attached as Attachment 1.
- 2.2 Term and Time of Performance. This contract will remain in effect from 01/01/22 to 01/31/25.
- 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 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 \$117,000**, 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

- 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.
- 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: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - 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 officers, officials, employees and volunteers 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 officers, officials, employees and volunteers. 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.
- 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 officers, agent, 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.
- 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

Chavan & Associates, LLP
Attn: Sheldon Chavan
15105 Concord Circle, Suite 130
Morgan Hill, CA 95037

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:

DocuSigned by:
Laurel Prevetti 1/21/2022
853FEEA2EB3947C...
Laurel Prevetti, Town Manager

DocuSigned by:
Sheldon Chavan 1/13/2022
718C359CF31C485...
Chavan & Associates, LLP

Recommended by:

DocuSigned by:
Stephen Conway 1/16/2022
BB788C2D2B2243B...
Stephen Conway, Finance Director

Chavan & Associates, LLP

Approved as to Form:


DocuSigned by:
Robert W. Schultz 1/21/2022
2FE0938666B744G...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 1/21/2022
B9666F65B1E34F6...
Shelley Neis, MMC, CPMC
Town Clerk

**TECHNICAL PROPOSAL FOR CONDUCTING
THE ANNUAL INDEPENDENT AUDIT
OF THE
TOWN OF LOS GATOS**

Submitted October 8, 2021



Chavan & Associates, LLP
Certified Public Accountants
15105 Concord Circle, Suite 130
Morgan Hill, CA 95037
Phone: (650) 346-1329
Fax: (408) 872-4159
E-mail: sheldon@cnallp.com
Contact: Sheldon Chavan, Partner

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Attachments:

- Attachment A – Most Recent External Quality Control Review
- Attachment B – Prepared by Client List
- Attachment C – Proposal Warranties
- Attachment D – Conflict of Interest Statement
- Attachment E – Non-collusion Declaration
- Attachment F – References
- Attachment G – Statement Regarding Insurance Coverage and Worker’s Compensation Insurance Ack. Certificate

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Chavan and Associates, llp
Certified Public Accountants

October 8, 2021

Gitta Ungvari, Finance and Budget Manager
Town of Los Gatos, Finance Department
110 E. Main Street
Los Gatos, CA 95030

We are pleased to have this opportunity to submit our proposal to provide auditing services for the Town of Los Gatos (the "Town"). Our understanding of the work outlined in the request for proposal is that we will audit the financial statements of the Town for fiscal years ending June 30, 2022, 2023 and 2024, with two option years.

Our audits will be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in the United States General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996; the U. S. Office of Management and Budget's (OMB) guidance for federal awards and agreements as provided in the Code of Federal Regulation (CFR) 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and relevant Governmental Accounting Standards Board (GASB) Statements. We will also apply the necessary procedures to prepare the reports as requested in the RFP, such as the ACFR, single audit reports, management letter, optional measure G AUP's, and preparation of the financial transactions and compensation report.

As a result of our audit, we will express an opinion on the fair presentation of the basic financial statements, as listed in the RFP, in accordance with GAAP. We will also issue a report on internal controls over financial reporting and on compliance with applicable laws and regulations in accordance with *Government Auditing Standards*.

Throughout the contract period, we will provide consultation on accounting and compliance issues and attend meetings to discuss the audit and management comments. **It is our commitment to the Town that we will complete the work within the agreed time frame and that we have the resources, time and personnel to dedicate to this engagement for the entirety of the contact.** We are confident Chavan & Associates LLP ("C&A") is the best-qualified firm to serve as your independent auditors. A brief list of reasons includes:

- We specialize in the audits of local governments and not for profit entities.
- Our partners have 37 years of combined experience auditing local governments.
- Our firm and key professionals are properly licensed to practice in the state of California.
- Our service will be dependable, reliable and timely.
- We will be sensitive to your workload. We understand you and your staff must keep up with your current work as well as deal with the audit.



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- Our staff and partners are available twelve months of the year to serve our audit clients. You are important to our firm and we promise a high level of involvement and enthusiasm at all levels.
- Our managing partner will be the lead for your audit. He will attend all conferences and meetings and will supervise the audit directly during each year and phase of the engagement. Our Managing Partner will be the person that prepares your Annual Comprehensive Report which will then be reviewed by our Associate Partner.
- We offer flexible staffing and scheduling, especially during COVID-19. We can send a full team onsite, work 100% remotely, or send a small team on site to minimize exposure. All of our team members are vaccinated and will follow your policies in regard to COVID-19.
- To improve the efficiency of the audit process, we use an online software, Engagement Organizer (EO), to provide a list of information and monitor the workflow during the audit. The link to EO is provided early during the planning process and includes items for both interim and year-end work, such that we can edit the list as needed moving forward. All documents can be uploaded here and notes, status updates and comments are done through EO. We also have a secure portal as an additional way to share information.

We are secure in our belief that our firm is the best qualified to meet your needs. Once you have examined our proposal and contacted our references, we feel you will agree.

Staffing for the audit will include one Engagement Partner, one Associate Partner, one Supervisor, one Senior Auditor, one Professional Staff and one Administrative Staff. The Engagement Partner, one Senior and two Staff will be assigned to visit your offices, as feasible with regard to COVID-19 circumstances. The Engagement Partner, Associate Partner, Supervisor and Senior Auditor will be available throughout the entire contract period.

Sheldon Chavan (15105 Concord Circle, Suite 130, Morgan Hill, CA, 95037, 650-346-1329, Sheldon@cnallp.com) is the partner authorized to sign and obligate the firm contractually and represent the firm. He is empowered to submit the bid and authorized to sign a contract. This proposal is a firm and irrevocable offer for 90 days.

We look forward to being of service to you.

Very truly yours,

Sheldon Chavan, C.P.A., Partner
Chavan & Associates, LLP

Section A

*Independence, License to Practice in California,
and Firm's Qualifications & Experience*

Section A
**Independence, License to Practice in California,
 and Firm's Qualifications & Experience**
Town of Los Gatos Proposal for Auditing Services

Independence

C&A is independent of the Town and all of its component units as defined by generally accepted auditing standards and the **U.S. General Accountability Office's Government Auditing Standards**. *In all matters relating to the audit work, the audit organization and individual auditors, whether government or public, should be free from personal and external impairments to independence, should be fiscally independent, and should maintain an independent attitude and appearance.*

C&A did not have any professional relationships involving the Town of Los Gatos, or any of its agencies and component units, for the past five (5) years that would cause a conflict of interest relative to the scope of services identified in the request for proposal. However, C&A did provide the Town's auditing services for the fiscal year ended June 30, 2016 and the 4 years prior. Providing audit services to an entity does not create a conflict of interest, nor compromise independence.

License to Practice in the State of California

C&A and all key professionals are properly licensed to practice as certified public accountants in the State of California and do not have any record of substandard work or unsatisfactory performance pending with the State Board of Accountancy. C&A is registered with the California State Board of Accountancy and our stat number is PAR 7294.

Contractor Identification and Introduction

Company Name: Chavan & Associates, LLP (C&A)
 Address: 15105 Concord Circle, Suite 130, Morgan Hill, CA 95037
 Office: 408-217-8749
 Fax: 408-872-4159
 E-mail: Sheldon@cnallp.com
 CA File Number: 202009218003
 FEIN: 27-0630496
 Authorized to Sign: Sheldon Chavan, Partner; Paul Pham, Partner

Our partners have performed audits under Governmental Auditing Standards, the Single Audit Act and the State Controller's Office Minimum Audit Requirements for a combined 37 years; Sheldon for 23 years and Paul Pham for 14 years. In August of 2009, we established C&A as a limited liability partnership. C&A is a local audit firm in San Jose, CA specializing in local government auditing and consulting. We have audited and prepared Annual Comprehensive Financial Reports (**ACFRs**) and basic financial statements as required by the Government Finance Officers Association (**GFOA**) and the Governmental Accounting Standards Board (**GASB**) for cities, fire districts, water districts, sanitation districts, JPAs and other types of special districts. Our partners have been reviewers of ACFRs for the **GFOA and CSMFO**. Most recently, C&A prepared **ACFRs** of City of Saratoga, the City of Oroville, City of Suisun, City of Pacific Grove, and City of Carmel-by-the Sea for the year ending June 30, 2020 (working on 2021). Our goal at C&A is to provide premium audit services at a

*Single Audit
Experience*

Section A
Independence, License to Practice in California,
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reasonable fee. We believe that continuous partner involvement helps us achieve our goal, which is why our partners are constantly involved in every audit. Ultimately, minimizing on-the-job training allows us to focus exclusively on servicing our clients.

After starting the firm with only 9 clients in 2009, we currently have **100 government**, nonprofit and grant **clients**, 40 of which were required to have a single audit under uniform guidance in 2019-20. Our firm's experience includes numerous audits under state and federal compliance audit guides, including the Minimum Audit Requirements and Reporting Guidelines for Cities as required by the State Controller's Office. **What makes us unique from other audit firms** is that we eliminate "on-the-job" training through intensive in-house training, audit planning, and by having partners in the field throughout the entire engagement (not just "spot-checking"). The daily interaction with our Engagement Partner has been invaluable to our clients as it provides the opportunity for immediate feedback and the chance to ask questions related to accounting, account coding, grant requirements, ACFR requirements, budgeting, and much more. Auditing is the main focus of our practice and we are available to start as early as February 1st, however **our calendar is flexible**.

C&A is also a member of the **AICPA's Government Audit Quality Center** which promotes the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. GAQC is a voluntary membership center for CPA firms and state audit organizations that perform governmental audits.

Firm Size, Staff Size, Location and Staffing

We also have **twelve** professional, full-time staff in addition to our three partners and one administrative person that will be available to assist as needed throughout the engagement. Our engagement partners are directly involved with the audits. Our central office is located in Morgan Hill, CA. Staffing for the Town's audit will include the following professionals (audit experience):

Sheldon Chavan, CPA, Managing Partner (23 years)

Paul Pham, CPA, Partner (14 years)

Niru Machiraju, CPA, Supervisor (6 years)

Andrew Quintero, Senior Auditor (4 years)

Matthew Ojeda, Senior Auditor (6 years)

One of the professional staff could change from year to year. The Town will be notified of any staff changes prior to field work. The Engagement Partner, manager, and supervisor will be the same during each year of the engagement.

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Range of Services

The following summarizes the range of services we provide:

Entity Type	Number of Clients	Percent by Entity	Auditing	Management, Accounting & Other	Contractor Prequalification Services	Nonprofit Tax
Local Education Agencies	37	37%	89%	0%	14%	0%
Charter Schools	11	11%	100%	0%	0%	100%
Non-profit Organizations	17	17%	94%	0%	0%	82%
Cities and Towns	10	10%	90%	0%	0%	0%
Special Districts	17	17%	88%	12%	0%	0%
Privately Held	7	7%	71%	29%	0%	0%

	GAS Audit	GAGAS Audit	Single Audit	Bond Audit	EAAP Audit	Other
Percent by Service Type	91%	73%	40%	22%	41%	39%

Contract Terminations and Affirmation Concerning Substandard Audit Work

C&A and all assigned personnel do not have any record of substandard work, contract failures, outstanding claims, litigation, investigations, or other unsatisfactory performance issues against us or pending with the State Board of Accountancy or any other entity. In addition, we have not had any federal or state desk review or field reviews of our audits. C&A has no record of lost clients or contract failures.

Equal Opportunity Employer

C&A is an equal opportunity employer and is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all applicable federal and state laws and regulations relating to equality.

Subcontractor

C&A will not be engaged with any subcontractors during this engagement.

Business Licenses

C&A will obtain and maintain a valid business license with throughout the duration of the contract, as applicable.

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Insurance

C&A maintains the following insurance:

- Commercial General Liability Insurance (bodily injury and property damage) is \$4,000,000 per occurrence. The carrier is Hartford Insurance Company.
- Automobile Bodily Injury and Property damage liability insurance is \$2,000,000 per occurrence. The carrier is Hartford Insurance Company.
- Professional Liability Insurance carrier is Philadelphia Insurance Company. The per claim/aggregate limit of the liability is \$3,000,000.
- Workers Compensation Insurance carrier is Twin City Insurance Company. The per claim/aggregate limit of the liability is \$1,000,000.

Quality Control Review

We are enrolled in the AICPA quality control peer review program. Our peer review was performed in compliance with AICPA and GAO requirements and included a selection of government audit engagements. Our audits complied with auditing standards generally accepted in the United States of America and Generally Accepted Governmental Auditing Standards.

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Section B

Partner, Supervisory and Staff Qualifications and Resumes

Section B - Partner, Supervisory and Staff Qualifications and Resumes

Town of Los Gatos Proposal for Auditing Services

We are aware of the need for continuity of personnel on the engagement and promise that the Engagement Partner will be directly involved in the audit **during each year** of the contract. We believe that extensive partner involvement provides continuity that could not be achieved in any other way. All staff committed in this proposal will be available for the entire June 30, 2022 audit and are available 12 months a year for questions, comments and implementation support. We understand that the Engagement Partners, managers and other supervisory staff and specialists may be changed only with the express prior written permission of the Town. Other audit personnel may be changed at our discretion as long as the replacements have substantially the same or better qualifications or experience. The Town retains the right to approve or reject replacements.

Sheldon Chavan, CPA

Managing Partner (Member CalCPA, AICPA, GFOA, CSMFO, GAQC)



Sheldon holds a B.S. in Accounting from San Jose State University. He began his career in public accounting in **1998** and has been auditing local governments and nonprofit organizations ever since. Sheldon is a CPA licensed in California and a member of AICPA, CalCPA, CSMFO, GAQC and GFOA. **He has also been a member of the GFOA Special Review Committee, with responsibility for reviewing ACFR's for award of the Certificate of Excellence in Financial Reporting.** Sheldon has prepared/reviewed ACFR's for the City of Berkeley, City of Sunnyvale, City of Pittsburg and many others over his career. Most recently, Sheldon prepared the ACFR of the City of Oroville, City of Saratoga and the City of Pacific Grove for the fiscal years ended June 30, 2020 (partial listing).

ACFR
Preparation

Sheldon has managed governmental audits his entire career, which includes the technical review of all work papers, staffing, scheduling, reporting, state compliance, federal compliance, state controllers reports and much more. He is responsible for running the audit in the field and providing accounting and auditing technical support to other partners and staff, primarily in the areas of compliance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in the United States General Accounting Office's (GAO) *Government Auditing Standards*, and the provisions of the Federal Single Audit Act and the United States Office of Management and Title 2 CFR Part 200 (Uniform Guidance). Sheldon also ensures that each staff has met the continuing professional education requirements under these standards and teaches several in-house seminars a year. He also administers our firm's quality control system as required by GAAS and Yellow Book standards. Sheldon has been performing audits under the Single Audit Act his entire career. Understanding the complexities of the various federal programs is one of his specialties. Over the years, Sheldon has audited major programs such as National School Lunch, Title II Education Technology, IDEA Special Education Local Assistance, Title I, Education Jobs Fund, Title IV Drug Free Schools, NCLB Title III, Title II Improving Teacher Quality, CDBG, Shelter Plus Care, Home Investment in Affordable Housing, HUD Section 8, Highway Planning and Construction, Medi-Cal, Low-income Low Energy Assistance, and many more.

Sheldon has extensive experience auditing government bond programs and can assist the Town with bond covenant calculations, bond compliance, tax filings, bond arbitrage issues and any other general

Section B - Partner, Supervisory and Staff Qualifications and Resumes

Town of Los Gatos Proposal for Auditing Services

reporting requirements. In addition, we currently have multiple clients for which we complete special bond performance audits each year. We also provide contractor prequalification services for some clients who use restricted bond funds for modernization and infrastructure improvements.

Sheldon's recent continuing professional education:

Description of Program/Training
Yellow Book: Revised Government Auditing Standards
Government Auditing Standards - Yellow Book
Frequent Government and NPO Frauds: Misuse of Assets
Governmental and Nonprofit Annual Update: Federal Government Activities
Single Audit Lighting Round
Governmental Audit Quality Center Annual Update Webcast
Program-Specific Audits' plus 'Audit Tools and Guidance'
Applying Risk Assessment Standards: Understanding the Entity and Its Environment
GASB Updates
Governmental Accounting and Auditing Conference Webcast - 5121266C
Not-for-Profit Organizations Conference Webcast - 5121343C
Cases in NFP Acct. & Auditing: 'Financial Statement Requirements' plus 'Net Asset Classifications'
Governmental Auditing: Course Two Performance Audits
Governmental Auditing: Course Three Financial Audits, Attestation Engagements, and..
Governmental Accounting and Reporting
Ethics: AA&C LLP - Accounting Firm Practice Development Committee
State and Local Govt Planning Considerations
Cases in NFP Acct. & Auditing: Contributions
Field Work Documentation: Preparation, Maintenance, Types of Workpapers
School District Update Including LCFF and LCAP Compliance
School Districts Conference
Understanding the Changes to Yellow Book Independence
California Regulatory Review Course
Fraud Audit Techniques Using Excel
Applying the Uniform Guidance in Your Single Audits
Testing Compliance' plus 'Reporting Requirements
Fid Act Understanding impacts of GASB 84
Its Here! Fid Act Implementation Considerations
Accounting and Auditing Conference
Bernard Madoff Investment Securities' Auditor'
The Detection and Prevention of Fraud in Financial Statements
Governmental Auditing: Course One Fundamental Principles for Government Auditing

Section B - Partner, Supervisory and Staff Qualifications and Resumes

Town of Los Gatos Proposal for Auditing Services

The following is a **partial list** of Sheldon's clients over the years:

Cities and Towns	Special Districts/JPA's	School Districts/COE's	Nonprofits and Other
City of Albany	Bay Area Water Services & Cons	Antelope Elementary	2006 Washington St.
City of Berkeley	Central Marin Sanitation Agency	Belmont Redwood Shores	Bay Area Special Education JPA
City of Carmel-by-the-Sea	East Bay Dischargers Authority	Burlingame	Bay Area Water Users Association
City of Del Rey Oaks	Fairfield-Suisan Sanitation	Cabrillo Unified	Black Adoption Placement
City of Marina	Half Moon Bay Fire Protection	Campbell Union	Boys and Girls Clubs of Sonoma
City of Novato	Hayward Area Parks and Rec	Cloverdale Unified	Center for Empowering Refugees
City of Oroville	Highland Recreation District	Cotati Rohnert Park	Children of Grace
City of Pacific Grove	Los Trancos Water District	Hillborough City	Collective Roots
City of Pittsburg	Mckinney Water District	La Honda Pescadero	Credo High School
City of Point Arena	Menlo Park Fire Protection	Lakeside	Diagnosics for the Real World
City of Salinas	Midpen Regional Open Space	Las Lomas Elementary	Hidaya Foundation
City of San Rafael	Pleasant Hill Parks and Rec	Lassen View Elementary	Livebooks
City of Saratoga	Point Montara Fire District	Los Altos Elementary	Mashery
City of Scotts Valley	Santa Clara Regional Open Space	Luther Burbank	Mission Charter
City of Sonoma	Saratoga Cemetery District	Manton Joint Union	Mission Language and Vocational
City of South San Francisco	South Bayside System Authority	Menlo Park City	Morgan Hill Charter Foundation
City of Suisun City	South San Francisco Conf. Ctr.	Millbrae Elementary	Morgan Hill Charter School
City of Sunnyvale	Sausalito-Marín City Sanitation	Mineral	Nob Hill Home Owners Assoc.
City of Tracy	Tahoe Regional Planning Agency	Mountain View Whisman	O'Conner Water
Town of Los Gatos	The Cities Group	Orchard	One Million Lights
Town of Windsor	Valley of the Moon Fire	Pacifica	Orange County Charter School
	West Bay Sanitary District	Plum Valley	Pathway to Choices
	West County Wastewater District	Portola Valley Elementary	Pyramid Alternatives
	Westborough Water District	Red Bluff	Redwood City Education Foundation
	Woodside Fire Protection District	Salinas Union High	San Jose Conservation Charter
		San Bruno Park	San Jose Conservation Corps
		San Carlos Elementary	Singularity University
		San Mateo County Office	Sociometrics
		San Mateo Union High	South Tahoe Area Transit Authority
		Scotts Valley Unified	Stone Bridge Charter School
		Sequoia Union High	Woodside Atherton Authority
		Sonoma Valley Unified	Work2future Foundation
		Union School District	
		West County Agency (LEA)	
		Windsor Unified	
		Woodside Elementary	

Section B - Partner, Supervisory and Staff Qualifications and Resumes
Town of Los Gatos Proposal for Auditing Services

Paul Pham, CPA

Associate Partner (AICPA, CalCPA)

Paul received his Bachelor of Science from Pacific University and hopes to pursue a Master of Accountancy in the near future. He is currently preparing to sit for the CPA exam and plans to complete his CPA certification by the end of the year. Paul has been working in public and private accounting since 2007 and has completed Fourteen governmental audit seasons. He has completed financial and compliance audits for the entities (including LEA's) listed below since 2007. Besides the standard control documentation and substantive testing required for GAAS audits, Paul has performed audits and prepared reports under OMB Subpart F and the Single Audit Act for most of the entities listed below. He has audited Federal grants from various agencies, including FEMA, HUD, FTA, the Department of Education (Title I, Special Education, Title II, Adult Ed) and much more.

Paul's recent continuing professional education:

Description of Program/Training	
GAGAS - Ethical Principles In Government Auditing	Government Auditing
GAGAS - Field Work and Reporting Standards	Major Changes to Auditing Standards
GAGAS - Field Work Standards For Financial Audits	Limiting Auditor Liability
GAGAS - General Field Work And Reporting Standards	Auditor Communications: Critical New Requirements
GAGAS - General Standards	School Districts Conference
GAGAS - Reporting Standards For Financial Audits	Governmental Accounting, Reporting, and Auditing Update
GAGAS - Use and Application of GAGAS	GASB Basic Financial Statements for State and Local Governments

The following is a partial list of Paul's clients over the years:

Cities and Towns	Special Districts	School Districts/COE's	Nonprofits and Charter Schools
City of Albany	Bay Area Water Services & Cons	Antelope Elementary	Bay Area Water Users Association
City of Berkeley	Central Marin Sanitation Agency	Burlingame	Black Adoption Placement
City of Carmel-by-the-Sea	Fairfield-Suisan Sanitation District	Cabrillo Unified	Boys and Girls Clubs of Sonoma
City of Del Rey Oaks	Menlo Park Fire Protection	Cotati Rohnert Park	Center for Empowering Refugees
City of Oroville	Midpen Regional Open Space	Hillsborough City	Children of Grace
City of Pacific Grove	Santa Clara Regional Open Space	La Honda Pescadero	Collective Roots
City of Point Arena	Saratoga Cemetery District	Las Lomitas Elementary	Credo High School
City of Rocklin	South Bayside System Authority	Lassen View Elementary	Hidaya Foundation
City of Saratoga	South San Francisco Conf. Ctr.	Los Altos Elementary	Livebooks
City of Sonoma	Suasalito-Marin City Sanitation District	Luther Burbank	Mashery
City of Suisun City	Tahoe Regional Planning Agency	Manton Joint Union	Mission Charter
City of Tracy	The Cities Group	Millbrae Elementary	Mission Language and Vocational School
Town of Los Gatos	Valley of the Moon Fire	Mineral	NASA AMES Exchange
	West Bay Sanitary District	Mountain View Whisman	Orange County Charter School
	Westborough Water District	Orchard	Pathway to Choices
		Pacifica	Pyramid Alternatives
		Plum Valley	Redwood City Education Foundation
		Portola Valley Elementary	San Jose Conservation Charter
		Red Bluff	San Jose Conservation Corps
		San Bruno Park	Sociometrics
		San Carlos Elementary	South Tahoe Area Transit Authority
		San Lorenzo Valley Unified	Stone Bridge Charter School
		San Mateo County Office	Work2future Foundation
		Scotts Valley Unified	
		Sequoia Union High	
		Sonoma Valley Unified	
		Soquel Elementary	
		Union School District	
		West County Agency (LEA)	
		Windsor Unified	
		Woodside Elementary	

Section B - Partner, Supervisory and Staff Qualifications and Resumes
Town of Los Gatos Proposal for Auditing Services

Niru Machiraju, CPA

Audit Supervisor (Member AICPA, CalCPA)

Niru received her Bachelor and Master of Science in Accounting from the University of Saint Thomas. She received her CPA license in 2020. Niru has been working in public accounting since 2015 and has completed six audit seasons. During the 2021 audit season, she completed the financial and compliance audits for the entities listed below and has additional experience in the manufacturing, distribution, and non-profit industries. Niru has audited over sixty local governments and nonprofits since 2015. Besides the standard control documentation and substantive testing required for GAAS audits, Niru has performed audits and prepared reports under GAGAS and Uniform Guidance. She has also audited Federal grants from various agencies, including HUD and the Department of Education (Title I, Special Education) and much more.

Mona’s recent continuing professional education:

Description of Program/Training	
GAGAS - Ethical Principles In Government Auditing	Government Auditing
GAGAS - Field Work and Reporting Standards	Major Changes to Auditing Standards
GAGAS - Field Work Standards For Financial Audits	Limiting Auditor Liability
GAGAS - General Field Work And Reporting Standards	Auditor Communications: Critical New Requirements
GAGAS - General Standards	School Districts Conference
GAGAS - Reporting Standards For Financial Audits	Governmental Accounting, Reporting, and Auditing Update
GAGAS - Use and Application of GAGAS	GASB Basic Financial Statements for State and Local Governments

The following is a list of Mona’s clients over the past year:

Cities and Towns	Special Districts	School Districts/COE's	Nonprofits and Other
City of Albany	Bay Area Water Services & Cons	Antelope Elementary	Bay Area Water Users Association
City of Carmel-by-the-Sea	Chico Area Recreation and Park District	Burlingame	Boys and Girls Clubs of Sonoma
City of Del Rey Oaks	Lake Canyon Community Services District	Cabrillo Unified	Center for Empowering Refugees
City of Oroville	Midpen Regional Open Space	Cotati Rohnert Park	Children of Grace
City of Pacific Grove	Ross Valley Sanitary District	Hillsborough City	Credo High School
City of Point Arena	Santa Clara Regional Open Space	Las Lomas Elementary	Hidaya Foundation
City of Rocklin	South San Francisco Conf. Ctr.	Lassen View Elementary	Mission Charter
City of Saratoga	Stege Sanitary District	Los Altos Elementary	NASA AMES Exchange
City of Marina	Suasalito-Marin City Sanitation District	Luther Burbank	Pathway to Choices
City of Suisun City	The Cities Group	Millbrae Elementary	Peninsula Conflict Resolution Center
	Valley of the Moon Fire	Orchard	Redwood City Education Foundation
	West Bay Sanitary District	Pacifica	Stone Bridge Charter School
	Westborough Water District	Red Bluff	Work2future Foundation
		San Bruno Park	Stone Bridge Charter School
		San Carlos Elementary	
		San Lorenzo Valley Unified	
		San Mateo County Office	
		Sequoia Union High	
		Sonoma Valley Unified	
		Soquel Elementary	
		Union School District	
		West County Agency (LEA)	
		Woodside Elementary	

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Town of Los Gatos Proposal for Auditing Services

Andrew Quintero

Senior Auditor

Andrew has successfully completed three seasons of governmental auditing. Andrew has performed tests of controls, substantive tests, state compliance testing and Federal compliance testing for various special districts and cities. He has been the Senior Auditor in-charge of clients such as the Town of Yountville, City of Suisun City, Fairfield-Suisun Sanitary District and many more. Besides the standard control documentation and substantive testing required for GAAS audits, Andrew has performed audits and prepared reports under OMB Subpart F and the Single Audit Act. He has audited Federal grants from various agencies, including Special Education, National School Lunch, Title I, Department of Education grants and others.

Andrew's recent continuing professional education:

Description of Program/Training	
GAGAS - Ethical Principles In Government Auditing	Government Auditing
GAGAS - Field Work and Reporting Standards	Major Changes to Auditing Standards
GAGAS - Field Work Standards For Financial Audits	Limiting Auditor Liability
GAGAS - General Field Work And Reporting Standards	Auditor Communications: Critical New Requirements
GAGAS - General Standards	School Districts Conference
GAGAS - Reporting Standards For Financial Audits	Governmental Accounting, Reporting, and Auditing Update
GAGAS - Use and Application of GAGAS	GASB Basic Financial Statements for State and Local Governments

The following is a list of Andrew's clients:

Cities and Towns	Special Districts	School Districts/COE's	Nonprofits and Other
City of Oroville	Bay Area Water Supply Conservation Agency	Jefferson Union High School District	Peninsula Conflict Resolution Center
City of Pacific Grove	Castro Valley Sanitary District	John Swett Unified School District	Redwood City Education Foundation
City of Point Arena	El Dorado Hills Community Services District	Las Lomas School District	San Mateo County Exposition and Fair Association
City of Rocklin	Lake Canyon Community Services District	Lassen View Union Elementary School District	Sonoma Valley Hospital Foundation
City of Saratoga	Midpeninsula Regional Open Space District	Los Altos School District	The Moca Foundation
City of Suisun City	Purissima Hills Water District	Luther Burbank School District	The San Jose Library Foundation
Town of Yountville	Ross Valley Sanitary District	Menlo Park City School District	
	Santa Clara County Regional Open Space Auth	Millbrae School District	
	Sausalito-Marín City Sanitation District	Mountain View Whisman School District	
	Stage Sanitary District	Napa Valley Unified School District	
	Silicon Valley Clean Water	Orchard School District	
	South San Francisco Conference Center	Padfica School District	
	The Cities' Group	Red Bluff Joint Union High School District	
	Valley of the Moon Fire District	Red Bluff Union Elementary School District	
	West Bay Sanitary District	Roseland Elementary School District	
	West Valley Sanitation District	San Bruno Park School District	
	Westborough Water District	San Carlos School District	
		San Lorenzo Valley Unified School District	
		San Mateo Foster City School District	
		San Rafael City Schools	
		Santa Rosa City Schools	
		Woodside Elementary	

Section B - Partner, Supervisory and Staff Qualifications and Resumes
Town of Los Gatos Proposal for Auditing Services

Matthew Ojeda

Senior Auditor

Matthew graduated from the San Jose State University, with a B.S. in Accounting. Starting in public accounting in 2014, he has successfully completed six seasons of governmental auditing. Matthew has performed tests of controls, substantive tests, state compliance testing and Federal compliance testing for various special districts and school districts. Besides the standard control documentation and substantive testing required for GAAS audits, Matthew has performed audits and prepared reports under OMB Subpart F and the Single Audit Act. He has audited Federal grants from various agencies, including Special Education, National School Lunch, Title I, Department of Education grants and others.

Matthew’s recent continuing professional education:

Description of Program/Training	
GAGAS - Ethical Principles In Government Auditing	Government Auditing
GAGAS - Field Work and Reporting Standards	Major Changes to Auditing Standards
GAGAS - Field Work Standards For Financial Audits	Limiting Auditor Liability
GAGAS - General Field Work And Reporting Standards	Auditor Communications: Critical New Requirements
GAGAS - General Standards	School Districts Conference
GAGAS - Reporting Standards For Financial Audits	Governmental Accounting, Reporting, and Auditing Update
GAGAS - Use and Application of GAGAS	GASB Basic Financial Statements for State and Local Governments

The following is a list of Matthew’s clients over the years:

Cities and Towns	Special Districts	School Districts/COE's	Nonprofits and Other
City of Del Rey Oaks	Castro Valley Sanitary District	Antelope Elementary	Boys and Girls Club of Central Sonoma County
City of Oroville	Central Marin Sanitation Agency	Burlingame	Boys and Girls Clubs of Sonoma Valley
City of Pacific Grove	Fairfield-Suisan Sanitation District	Cabrillo Unified	Credo High School
City of Point Arena	Midpen Regional Open Space Auth	Cotati Rohnert Park	Diagnostics for the Real World
City of Rocklin	Oro Loma Sanitary District	Golden Valley Unified	Mission Language and Vocational School
City of Saratoga	Santa Clara Regional Open Space Auth	Hillsborough City	Morgan Hill Charter Foundation
City of Suisun City	Saratoga Cemetery District	Las Lomitas Elementary	Morgan Hill Charter School
Town of Los Gatos	Sausalito-Marin City Sanitation District	Lassen View Elementary	Orange County Charter School
	Silicon Valley Clean Water	Los Altos Elementary	Organic Farming Research Foundation
	The Cities Group	Luther Burbank	Prohealth Homecare
	West Valley Sanitation District	Millbrae Elementary	Redwood City Education Foundation
		Mission Preparatory School	San Jose Conservation Charter
		Mountain View Whisman	San Jose Conservation Corps
		Napa Valley Unified	San Mateo County Exposition Fair Association
		Orchard	Sociometrics
		Pacifica	Work2future Foundation
		Palo Alto Unified	
		Portola Valley Elementary	
		Red Bluff	
		Roseland Charter	
		Roseland Elementary	
		San Bruno Park	
		San Carlos Elementary	
		San Lorenzo Valley Unified	
		San Mateo County Office	
		San Mateo Foster City	
		Santa Rosa City School	
		Scotts Valley Unfied	
		Sequoia Union High	
		Sonoma Valley Unified	
		Soquel Elementary	
		South San Francisco Unified	
		Union School District	
		Woodside Elementary	

Section B - Partner, Supervisory and Staff Qualifications and Resumes

Town of Los Gatos Proposal for Auditing Services

Professional Education and Training

Our professionals complete 80 hours of continuing professional education every two years in auditing and accounting which includes at least 80 hours of governmental auditing and accounting training specific to local governments. We use a combination of in-house seminars, self-study and outside seminars sponsored by AICPA, GFOA, the California Education Foundation and other recognized groups.

All assigned staff meet the educational requirements for Governmental engagements as specified by the California Board of Accountancy, Federal General Accounting Office, Governmental Accounting Standards Board, and the AICPA as appropriate.

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Section C

Similar Engagements

Section C - Similar Engagements

Town of Los Gatos Proposal for Auditing Services

Client References and Similar Engagements

The following projects were completed by C&A in 2019-20 and are ongoing in 2020-21:

Entity Name	City of Del Rey Oaks	City of Saratoga	City of Carmel
Contact Person	Roberto Moreno	Dennis Jaw	Robin Scattini
Title	Chief Business Officer	Finance Manager	Finance Director
Address	650 Canyon Del Rey Road, Del Rey Oaks, CA 93940	13777 Fruitvale Ave, Saratoga, CA 95070	PO Box CC, Carmel-by-the Sea, CA 93921
Phone	831-394-8511	408-868-1227	831-620-2019
E-mail	RobertoM@GovernmentFinancialSolutionsInc.com	djaw@saratoga.ca.us	rscattini@ci.carmel.ca.us
Audit Period	6/30/2021	6/30/2021	6/30/2021
Hours	260	360	320
Fiscal Years Audited	3	5	3
Partner	Sheldon Chavan	Sheldon Chavan	Sheldon Chavan
GFOA Award	No	Yes	Yes
Entity Type	City	City	City
Finance Dept Staff	3	6	3
Scope of Work	Report Prep GAGAS Audit SAS 114 Report Management Letter GANN Limit AUP Measure S Audit Year Round Consultation	CAFR Review GAGAS Audit Single Audit/OMB SAS 114 Report Management Letter TDA Audit GANN Limit AUP Year Round Consultation	CAFR Prep Single Audit/OMB SAS 114 Report Management Letter GANN Limit AUP Measure S Audit SCO FTR/Streets Year Round Consultation

Entity Name	City of Rocklin	City of Suisun City	City of Pacific Grove
Contact Person	Angela Doyle	Elizabeth Luna	Tori Hannah
Title	Senior Accountant	Accounting Services Manager	Administrative Services Director
Address	3970 Rocklin Road, Rocklin, CA 95677	701 Civic Center Blvd., Suisun City, CA 94533	300 Forest Ave, Pacific Grove, CA 93950
Phone	916-625-5033	707-421-3215	831-648-3103
E-mail	angela.doyle@rocklin.ca.us	eluna@suisun.com	thannah@cityofpacificgrove.org
Audit Period	6/30/2021	6/30/2021	6/30/2021
Hours	340	400	340
Fiscal Years Audited	4	5	5
Partner	Sheldon Chavan	Sheldon Chavan	Sheldon Chavan
GFOA Award	No	Yes	Yes
Entity Type	City	City	City
General Fund Budget	\$10,000,000	\$36,800,000	\$17,500,000
Finance Dept Staff	2	10	6
Scope of Work	ACFR GAGAS Audit Single Audit/OMB SAS 114 Report Management Letter GANN Limit AUP PFA Audit Successor Agency Audit Year Round Consultation	ACFR GAGAS Audit Single Audit/OMB SAS 114 Report Management Letter GANN Limit AUP TDA Audit Successor Agency Audit Year Round Consultation	ACFR GAGAS Audit Single Audit/OMB GANN Limit AUP SAS 114 Report Management Letter Measure S Audit Year Round Consultation

Section D

Specific Audit Approach

Section D - Specific Audit Approach

Town of Los Gatos Proposal for Auditing Services

The C&A audit approach begins with an entrance conference between Sheldon Chavan and management to gather information for risk assessment and audit planning. Upon the conclusion of the entrance conference, Sheldon will plan and schedule C&A's **three phase audit** approach and prepare a list of items to be provided for Phase I of the audit. Significant aspects of each phase are outlined below as augmented based on our review of the Town's financial reports, RFP, Budget documents, and Council and Finance Commission agendas and minutes:

Three Phase Audit Approach

Phase I - Planning and Risk Assessment

This phase is designed to evaluate your operating and accounting procedures and will provide the basis for a significant portion of our letter to management. The results of our work during this phase will determine our audit approach for significant accounts and compliance. We plan to begin this phase by meeting with management and the Finance Commission to plan the audit and discuss any significant issues with the proposed audit plan and timeline.

At least six weeks prior to the beginning of this phase, we intend to provide the Town with a link to Engagement Organize ("EO")r detailing the information and timing that will be needed in order to facilitate the completion of the audit in a timely manner. Having all items in EO uploaded prior to the beginning of the audit field work will allow us to complete the audit within the allotted time frame or earlier. We will also begin the testing of federal compliance for major programs during this phase, if applicable. The EO will include Phase I, II, and III items once uploaded and will updated during the year. The Town will be able to leave notes on each item, upload attachments and message our team through EO.

We plan the audit and obtain our **understanding of the internal control structure**, control environment, and accounting system through:

Internal Controls Documentation

- Inquiries of appropriate management and staff personnel.
- Inspection of the Town's documents, records, budget and related materials, organizational charts, manuals and programs.
- Observation of the Town's activities and operations to corroborate the results of inquiries.
- Testing of the controls to determine they are operating as planned.
- Performance of preliminary analytical review on interim financials. The analytical review entails comparing similar information for the same time frame from the prior year and also comparing current year-to-date information to the budget to determine areas that may need additional attention during Phase II.
- Review and evaluation of the Town's financial and other management **information system controls** and procedures. Our staff has gained invaluable experience with systems such as HTE, Multiple Operation Management (MOM), Springbrook, Pentamation, QuickBooks, Digital Schools, **SunGuard**, Escape, FUNDS\$, CECC, SACS, Financial 2000, SASi and many others. It is our goal to maximize the usage of your computer system during the audit.

This phase constitutes approximately 42% of all non-clerical hours of the engagement and may be combined with Phase II if desired. At the completion of Phase I, an exit conference will be held to discuss findings and recommendations and prepare for Phase II.

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Phase II - Substantive Audit Procedures and Compliance

This phase is designed to complete our substantive and compliance audit procedures on the accounts of the Town. The approach for Phase II will be based on the results of Phase I. Audit programs will be tailored for your Town's needs. This work will begin after the closing of your books.

Sample size and selection is based on our assessment of risk and planned or actual deviations. A typical **sample size will be 25 to 60** items and be randomly selected. Our sampling methods vary depending on the type of tests we perform. Sample selection for compliance work will be based on the respective compliance and audit guides, KC, our experience and judgment, and other various sources. We use Knowledge Coach (KC) audit programs by Commerce Clearing House (CCH) to assist in our risk determination and sampling selection. We also use **ProSystems fx Engagement** paperless audit, Microsoft Excel, and Microsoft Word on laptops to perform the audit. Generally, we prefer

information provided in electronic format, however we use production scanners in the office and portable scanners in the field for information that is unavailable in electronic format.

Analytical procedures during Phase II involve comparing current data to prior year and budget data, calculating dollar and percentage variances and investigating differences. We also analyze trends and relationships of the various financial statement components and ratios.

Laws and regulations subject to audit will be determined based on inquiry and familiarity we gain with the Town and with state and federal compliance requirements. We also attend seminars and webinars related to state and federal regulations to keep abreast of new requirements.

Phase II will take approximately 42% of the engagement hours. At this time, an exit conference will be held to discuss findings and recommendations, the status of new accounting principles and reporting requirements, and prepare for Phase III.

Phase III - Financial Statement Preparation and Review

This phase consists of preparing or assisting with the preparation of your financial statements, **as required in the RFP**, in conformity with accounting principles generally accepted in the United States of America. We will also prepare all other financial and compliance reports required of us as listed on the RFP. The required reports and management letter will be submitted to management as noted in the timeline in the RFP, unless otherwise agreed. We will also ensure that new GASB pronouncements identified in phase I and II have been appropriately accounted for and disclosed in the financial statements and that the impact of these statements is sufficiently presented in our audit reports. The most efficient way to ensure we meet the reporting deadlines is to have the audited trial balance and final adjustment completed by the last day of field work. This, in combination of the automation provided by Prosystems engagement will reduce the lag time from the completion of field work and report issuance.

Our reporting process is automated through our audit software. Once we obtain the Town's trial balance in electronic format, we can import that into our system, which will automatically code and update all financial statements and most note disclosures in the financial statements and notes. We can

*Sampling
Methods*

*Analytical
Procedures & Laws
and Regulations*

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also auto link tables, charts and other documents the Town would like to generate. **All of this information can be shared through our online secure lockbox/files share website at www.cnallp.com** and through our **online engagement portal** which is linked to our list of items. All agreed upon adjustments will be linked in our audit software. This greatly reduces the report preparation time and involvement of Town staff and creates more opportunity for review of information systems, internal controls and management recommendations. At the end of this phase we will provide a summary of audit adjustments and uncorrected misstatements (passed adjustments).

We anticipate that Phase III will comprise approximately 16% of the engagement hours, including the majority of the clerical hours. The timing of each phase of the audit is estimated based on the assumption that the Town will meet their close schedule and responsibilities as noted in the request for proposal.

Please note that we generally hold entrance conferences at the beginning of Phase I and II and exit conferences at the end of Phase I, II and III. However, we are available to meet with the Town at any time.

Compliance and Program Specific Auditing

Included in all phases are specific procedures required to complete individual compliance items. Analytic and sampling procedures generally follow those described in the preceding phase, but are modified, when needed, to meet specific guidelines of the programs audited.

Recommendations for Improved Operations

We feel we have accumulated valuable knowledge in accounting and auditing which has allowed us to offer a wide range of specific recommendations to increase the efficiency and effectiveness of our audit clients. With our background, we can provide services that may be very beneficial to you presently and in the future. As our client, you can look to us for informed support **year-round in all areas of interest or concern**. In the course of our engagement with the Town, we will provide prompt, knowledgeable answers to your questions regarding all aspects of accounting, finance, management, and operations. It is our policy to discuss discrepancies and recommendations with Town staff directly involved and then with management, as necessary. If an item warrants inclusion in the report as a finding, we will obtain management's responses to each finding. All responses will be reviewed with management and relevant committees before they are presented to the Town Council.

Irregularities and Illegal Acts

We will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which we become aware to the Audit Committee (or similar) and Attorney.

Control Risk Assessment

As part of our audit approach, we use KC forms, narratives, questionnaires and summary schedules to gain an understanding of the control environment and assess its overall effectiveness. This helps us identify the types of potential misstatements and factors that affect the risk of material misstatement and their impact on the audit plan.

Analytical Procedures

Analytical procedures are used at three points of time during our audit; planning, substantive testing, and final review of the completed financial statements. Analytical procedures are used to obtain

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knowledge of conditions and events, to indicate the presence of possible misstatements, to provide substantive evidence of balances and to assess the financial condition of the Town.

As we obtain knowledge about the Town, we will be able to direct our attention to areas requiring greater audit emphasis as well as provide substantive evidence in support of recorded account balances.

Identification of Potential Audit Problems

Each year we approach the audit objectively and use a risk-based approach to anticipate any potential audit problems. If anything were to come to our attention during the course of the audit, it would be reported to the proper management level depending on the nature of the problem and as noted in the RFP.

Resources Available for Standards Interpretations

In addition to the items published by GFOA, AICPA, FASB, and GASB, we use RIA checkpoint and Thompsons as our main online reference material. As our client, the Town will have access to all our resources.

Summary of Audit Phases (Generalized, Not All-Inclusive)



The audit plan will be customized to meet your needs! Phases I and II can be combined.

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Town of Los Gatos Proposal for Auditing Services

Summary of Team Assignments (Generalized, All-Inclusive)

Team Assignments

Phase I

Engagement Partner	Associate Partner	Senior	Staff	Admin
<ul style="list-style-type: none"> •Overall Review •Audit Planning and Risk Assessment •Entrance/Exit Conferences •Team meetings •Team Assignments •Quality Control 	<ul style="list-style-type: none"> •Team Planning •Audit Binder Review •Working Paper Review •Management Point Review •Concurring Partner Review •Quality Control 	<ul style="list-style-type: none"> •Audit Planning •Audit Binder Preparation •Major Fund and Major Program Determination •Audit Programs •Internal Control Doc. and Testing •Compliance Control Doc. and Testing 	<ul style="list-style-type: none"> •Internal Control Doc. and Testing •Significant Transaction Areas •Dept. and Desk Level Controls •Compliance Control Doc. and Testing •Single Audit •TDA/MTC •Team Planning •Team Meetings 	<ul style="list-style-type: none"> •Correspondence •Staff Support •Information Technology Support

Phase II

Engagement Partner	Associate Partner	Senior	Staff	Admin
<ul style="list-style-type: none"> •Overall Review •Review Audit Plan •Review Audit Programs •Update Team Assignments •Review Major Fund/Major Program Det. •Analytics •Review Working papers, Management Points and AIE's •Guide Audit Team •Entrance and Exit Conferences 	<ul style="list-style-type: none"> •Team Planning •Audit Binder Review •Working Paper Review •Management Point Review •Concurring Partner Review •Quality Control 	<ul style="list-style-type: none"> •Planning Update •Audit Binder Update •Finalize Major Program and Major Fund Determination. •Update and Finalize Audit Programs •Substantive Testing for Significant Accounts •Compliance Testing •Guide and Monitor Staff •Confirmations 	<ul style="list-style-type: none"> •Substantive Testing •Significant Transaction Areas (Cash, Investments, Capital Assets, Long-term Debt, Pensions, Fund Balance, Net Position, Revenue, Expenditures) •Compliance Testing •Single Audit (Uniform Guidance) •TDA/MTC •Team Planning •Team Meetings 	<ul style="list-style-type: none"> •Correspondence •Staff Support •Information Technology Support •Confirmations

Phase III

Engagement Partner	Associate Partner	Senior	Staff	Admin
<ul style="list-style-type: none"> •Final Review & Sign-off •Finalize Audit Plan •Finalize Audit Programs •Final Analytics •Prepare CAFR and Review Supporting Schedules •Review all Other Reports •Review and Finalize all Required Management Letters and Correspondence •Exit Conferences, Committee and Board Presentations 	<ul style="list-style-type: none"> •Final Audit Binder Review •Final Working Paper Review •Final Management Point Review •Concurring Partner Review •Quality Control 	<ul style="list-style-type: none"> •Finalize Audit Binder •Review Staff Working papers •Review Staff Management Points •Review Reports •Prepare Assigned Reports •Review CAFR Prepared by Engagement Partner 	<ul style="list-style-type: none"> •Finalize Working Papers •Finalize Management Points •Prepare Assigned Reports •Assist with Report Review 	<ul style="list-style-type: none"> •Correspondence •Staff Support •Information Technology Support •Report Binding and Delivery

The above chart provides a general overview of typical team assignments.

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Summary of Roles and Responsibilities (Not All-Inclusive)

General Roles and Responsibilities

Phase I	Phase II	Phase III
<p>C&A LLP</p> <p>The Engagement Partner will be responsible the overall planning, scheduling, review and coordination of Phase I.</p> <p>The Associate Partner will provide fieldwork support when necessary and help maintain quality control.</p> <p>The Senior/Manager will review workpapers, letters and reports and help maintain quality control.</p> <p>The Senior Professional Staff will focus on the more complex areas of controls and support the Engagement Partner.</p> <p>The Professional Staff will focus on detail of tests of controls over financial, federal compliance and other areas as needed.</p>	<p>C&A LLP</p> <p>The Engagement Partner's focus will include finalizing the audit programs, substantive analytics, and overseeing the audit.</p> <p>The Associate Partner will provide fieldwork support when necessary and help maintain quality control.</p> <p>The Senior/Manager will review workpapers, letters and reports and help maintain quality control.</p> <p>The Senior Professional Staff will focus on substantive tests for significant accounts.</p> <p>The Professional Staff will focus on substantive tests for significant accounts, federal compliance, and other required audits.</p>	<p>C&ALLP</p> <p>The Engagement Partner's focus will be on overall reporting, guidance and working with District staff to complete the reporting phase.</p> <p>The Associate Partner will assist in report preparation and client communication.</p> <p>The Senior/Manager will review workpapers, letters and reports, and help maintain quality control.</p> <p>The Senior Professional Staff will focus on report preparation and assisting the engagement partner and guiding our staff.</p> <p>The Professional Staff will act in a support role during this phase.</p>
<p>Town' Staff</p> <p>During this phase, your staff will be expected to provide a preliminary balance sheet and revenues and expenditures by fund, policies and procedures for key controls, a preliminary summary of federal grants, the original budget, contact information for departments and confirmations, and generally provide the information included in the lists of items for interim. We also plan to interview various staff to document and test controls. Testing controls will include sampling for significant areas. Our documentation of internal controls will be done in person and via interviews, unless otherwise requested.</p>	<p>Town' Staff</p> <p>During this Phase, your staff will be expected to provide the final balance sheet and revenue expenditures by fund and accounts from the GL. We will prepare leadsheets in our audit software, but the organization should have adequate support for significant accounts. We will perform a review of journal entries at this time and again before the final reports are issued, thus we will need access to journal entries. We will request reports for major grant programs, certain other programs, and business type activities. We will also perform a number of analytical procedures which will require staff responses, and this will be done in person in most cases.</p>	<p>Authoritie's Staff</p> <p>We expect the Town' staff to review and respond to all reports required to complete the audit. We anticipate the Town will provide or assist us in gathering information needed for the ACFR and note disclosures. Management will be required to sign a representation letter which will be provided by us. Management will be required to provide responses to any and all recommendations and findings included in the management letter. Report preparation will be completed as outlined in the RFP, unless otherwise agreed prior to Phase III of the audit.</p>

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Summary of Staff Hours by Phase

Level of Staff	Phases			Total Hours
	I	II	III	
Engagement Partner	32	32	24	88
Associate Partner	4	4	4	12
Supervisor	32	32	8	72
Senior Staff	36	36	8	80
Professional Staff	42	42	8	92
Administrative Staff	2	2	4	8
Totals	148	148	56	352

Summary Timeline

Segment	Estimated	Phase
Entrance Conference	March 1, 2022	I
Audit Planning C&A's Office	March 1, 2022	I
List of Items Required by Client	March 15, 2022	I
Interim Testing	May 2, 2022	I
Interim Exit Conference and Completion	May 9, 2022	I
Preparation and Mailing of Confirmation Letters to 3rd Parties	July 1, 2022	II
Year-end Field Work Planning Meeting	August 1, 2022	II
Update List of Items Required by Client - Final (Initial Done at Interim)	August 1, 2022	II
Year-end Field Work and Compliance Testing	September 26, 2022	II
Exit Conference	September 30, 2022	II
Progress List of Management Point and Recommendations	October 7, 2022	II
Final List of Management Point and Recommendations	October 21, 2022	II/III
Audit Adjustments	October 21, 2022	II/III
Draft Reports, Financials, Management Letters	November 4, 2022	III
Final Reports, Financials, Management Letters	November 25, 2022	III
Council, Commission & Public Presentations	As Needed	III

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Audit Scope

We understand the scope of our services to be as follows:

- A. Audit and issue a report on the fair presentation of the Basic Financial Statements of the Town of Los Gatos in accordance with generally accepted auditing standards; the standards set forth for financial audits in the U.S. General Accountability Office's most recent Government Auditing Standards; the provisions of the federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996; OMB guidance for federal awards and agreements as provided in the Code of Federal Regulation (CFR) 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and relevant GASB Statements. The audit shall be conducted for the purpose of forming an opinion on the Town's Basic Financial Statements taken as a whole, and to determine whether the operations were conducted in accordance with legal and regulatory requirements.

- B. Prepare, with limited involvement of the Town, the Comprehensive Annual Financial Report (Annual Financial Report) for the Town of Los Gatos and the activities of the private-purpose trust funds of the Successor Agency to the Los Gatos Redevelopment Agency. The Town shall retain ultimate responsibility for the approval and dissemination of the Annual Financial Report; however, C&A shall prepare the draft and complete related tasks, including but not limited to the following:
 - a. Evaluate the document against the Annual Financial Report reporting checklists of the Government Finance Officers Association (GFOA) and the California Society of Municipal Finance Officers (CSMFO) to ensure eligibility for their respective Annual Financial Report award programs. It is the Town's intention to continue to receive these awards annually and expect that the Annual Financial Report will meet their requirements.
 - b. Verification of implementation of recommended improvements from prior year submissions to GFOA under the Annual Financial Report award program.
 - c. Proofreading and overall review, including layout, design, and making suggested improvements to the document.
 - d. Printing and binding of the final document.
 - e. Assisting with the written responses to the recommendations and questions posed by the Finance Commission prior to the Annual Financial Report's consideration by Town Council..

- C. In the required reports on internal controls, C&A shall communicate any reportable conditions found during the audits. A reportable condition is defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls. The reports on compliance shall include all instances of noncompliance.

- D. C&A will prepare a management letter, if applicable, reporting material weaknesses and significant control deficiencies. Prior to completion of the management letter, C&A shall meet with the Town Manager, Director of Finance, the Finance and Budget Manager, the Town Finance Commission, and

Section D - Specific Audit Approach

Town of Los Gatos Proposal for Auditing Services

other Town staff as assigned to review findings and recommendations in detail before the final letter and Town responses are published.

- E. Optional Services
- a. Development of Agreed Upon Procedures for the review and reporting of Measure G district sales tax revenues and expenditures.
 - b. Preparation of the Cities Financial Transactions and Compensation Report (State Controller's Report).
- F. Deliverables
- a. One electronic file, in PDF format, and 25 bound copies, of the Annual Financial Report, including the necessary audit opinion letters.
 - b. One electronic file, in PDF format, and 25 bound copies, of the federal single audit report, if applicable, including the necessary audit opinion letters.
 - c. One electronic file, in PDF format, and 25 bound copies, of the management letter, if applicable.
 - d. One electronic file, in PDF format, and 25 bound copies, of the required Appropriations Limit Review reporting upon agreed-upon procedures on compliance with Proposition 111 for the year audited.
- G. Irregularities and Illegal Acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:
- a. Los Gatos Town Council
 - b. Town Manager
 - c. Town Attorney
- H. We will provide consultation regarding accounting and compliance issues found throughout the contract period.
- I. We will attend Town Council meetings as requested throughout the contract period.
- J. A partner will be available to present the audit report to the Finance Commission and/or Council.
- K. All working papers and reports will be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the Town of the need to extend the retention period. C&A will make such working papers available, on request, to the following parties or their designees:
- a. Town of Los Gatos
 - b. Parties designated by the Town, or federal or state governments, as part of an audit quality review process
 - c. Auditors of entities of which the Town is a subrecipient of grant funds
- L. C&A shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Section E

Discussion of Relevant Accounting Issues

Section E - Discussion of Relevant Accounting Issues

Town of Los Gatos Proposal for Auditing Services

Discussion of Relevant Accounting Issues

The Governmental Accounting Standards Board (GASB) continues to issue new statements in an effort to make financial information accounted for, and reported by, local governments more reliable. Often, the statements issued by GASB are confusing and difficult to apply. Therefore, it is our goal to keep our clients informed about upcoming standards and how they may affect their future. Our technical expertise and guidance in the implementation and interpretation of GASB statements will be available throughout the year. We offer inclusive consultation throughout the term of our contract. We also offer in-house training via internally developed seminars. For example, we have given presentations and training on compliance requirements for specific grants and the key controls needed to meet those requirements. Generally, these sessions provide about 8 hours of training, in addition to year-round consultation, and are included in the audit.

In addition, we will send periodic e-mails and newsletters when significant new accounting pronouncements are issued. The most important factors we have discussed include: The potential impact of new pronouncements, the due date and the changes in the reporting presentation, planning the Town should do to ensure it is prepared and the assistance we can provide to ensure compliance. We also prepare template note disclosures and update our template financial statements to meet the reporting standards. In relation to GASB 84, we provided clients with an analysis workbook that is a Q&A document to help them identify component units and how to report pensions, postemployment plans and custodial funds.

The following is a summary of upcoming accounting pronouncements that could have an impact on the Town:

1. Disclosure Framework:

The objective of this project is to develop concepts related to a framework for the development and evaluation of notes to financial statements for the purpose of improving the effectiveness of note disclosures in government financial reports. The framework will establish criteria for the Board to use in evaluating potential note disclosure requirements during future standards-setting activities and in reexamining existing note disclosure requirements. Those concepts also will provide governments a basis for considering the essentiality of information items for which the GASB does not specifically provide authoritative disclosure guidance.

Update: The Concepts Statement, Communication Methods in General Purpose External Financial Reports that Contain Basic Financial Statements; Notes to Financial Statements, has taken a turn from the original timeline. There were specific discussions related to the concept of essentiality. As the concept of essentiality is significant to the Concepts Statement, it would have a broad impact to users of the financial statements and Governmental Accounting Standards Advisory Council indicated some concern over the significance of the change in the proposed definition; the Board voted to re-expose the proposed concepts in an exposure draft. GASB anticipates the comment period on this revised exposure draft of this Concepts Statement to open in July 2021.

2. Financial Reporting Model:

Reexamination of Statements Nos. 34, 35, 37, 41 and 46 and Interpretation 6: The objective of this project is to make improvements to the financial reporting model, including Statement No. 34, Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local

Section E - Discussion of Relevant Accounting Issues

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Governments, and other reporting model-related pronouncements (Statements No. 35, Basic Financial Statements—and Management’s Discussion and Analysis—for Public Colleges and Universities, No. 37, Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments: Omnibus, No. 41, Budgetary Comparison Schedules—Perspective Differences, and No. 46, Net Assets Restricted by Enabling Legislation, and Interpretation No. 6, Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statements). The objective of these improvements would be to enhance the effectiveness of the model in providing information that is essential for decision-making and enhance the ability to assess a government’s accounting and to address certain application issues, based upon the results of the pre-agenda research on the financial reporting model.

Update: After public hearings were held in March and April 2021, GASB is currently redeliberating the drafted Statement, Financial Reporting Model Improvements. The agenda on this Concepts Statement extends into 2022 with a draft expected in first quarter 2022.

3. Revenue and Expense Recognition:

The overall objective of this project is to develop a comprehensive, principles-based model that would establish categorization, recognition and measurement guidance applicable to a wide range of revenue and expense transactions. Achieving that objective will include: (1) development of guidance applicable to topics for which existing guidance is limited, (2) improvement of existing guidance that has been identified as challenging to apply, (3) consideration of a performance obligation approach to the GASB’s authoritative literature and (4) assessment of existing and proposed guidance based on the conceptual framework. The expected outcome of the project is enhanced quality of information that users rely upon in making decisions and assessing accountability.

On the heels of the Financial Accounting Standards Boards (FASB) roll out of the revenue recognition guidance, GASB has taken up a similar project reviewing the guidance for recognition of revenues and expenses. Deliberations are anticipated to be ongoing through November 2022. While this project is not anticipated for completion until 2025, the broad application and impact will make it one to keep up to date with its progress.

4. GASB Statement No. 87 – Leases

Most organizations have transitioned their immediate focus on the implementation of GASB 87 as it will become effective for most fiscal 2022 year-end financial statements. GASB 87 defines a lease as a contract that conveys control of the right to use another entity’s non-financial asset for a period of greater than one year. Purchased power agreements are exempt from this treatment (unlike the Financial Accounting Standards Board lease standard). GASB 87 is effective for fiscal years beginning after June 15, 2021.

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Section F

Additional Information

Section F - Additional Information

Town of Los Gatos Proposal for Auditing Services

Current Client List

Cities/Towns	CAFR	GAS	GAGAS	Single Audit	EAAP	Other	Bond (P39)
City of Albany	✓		✓			✓	
City of Del Rey Oaks		✓	✓				
City of Lincoln	✓					✓	
City of Marina	✓	✓	✓	✓		✓	
City of Oroville	✓	✓	✓	✓			
City of Pacific Grove	✓	✓	✓	✓			
City of Point Arena		✓	✓				
City of Rocklin	✓	✓	✓	✓			
City of Saratoga	✓	✓	✓	✓			
City of Suisun City	✓	✓	✓	✓		✓	
Town of Yountville	✓	✓	✓			✓	

Local Education Agencies	CAFR	GAS	GAGAS	Single Audit	EAAP	Other	Bond (P39)
Antelope School District		✓	✓		✓		
Berkeley Unified School District						✓	
Burlingame School District		✓	✓	✓	✓		✓
Cabrillo Unified School District		✓	✓	✓	✓		✓
Corning Union High School District		✓	✓	✓			
Cotati-Rohnert Park Unified School District		✓	✓	✓	✓		✓
Cottonwood Union School District		✓	✓	✓	✓		
Golden Valley Unified School District		✓	✓	✓	✓		
Hillsborough City School District		✓	✓	✓	✓		
Jefferson Union High School District		✓	✓	✓	✓		
John Swett Unified School District		✓	✓	✓		✓	
Las Lomas School District		✓	✓		✓		✓
Lassen View Union Elementary School District		✓	✓	✓	✓		
Los Altos School District	✓	✓	✓	✓	✓		✓
Luther Burbank School District		✓	✓	✓	✓		
Menlo Park City School District		✓	✓	✓	✓		
Millbrae School District		✓	✓	✓	✓		✓
Mountain View Whisman School District		✓	✓	✓	✓		✓
Napa Valley Unified School District		✓	✓	✓	✓		✓
Orchard School District		✓	✓	✓	✓		✓
Pacifica School District		✓	✓	✓	✓		
Red Bluff Joint Union High School District		✓	✓	✓	✓		✓
Red Bluff Union Elementary School District		✓	✓	✓	✓		
Roseland Elementary School District		✓	✓	✓	✓		✓
San Bruno Park School District		✓	✓	✓	✓		
San Carlos School District		✓	✓	✓	✓		✓
San Lorenzo Valley Unified School District		✓	✓	✓	✓		✓
San Mateo Foster City School District		✓	✓	✓	✓		✓
San Rafael City Schools						✓	
Santa Rosa City Schools		✓	✓	✓	✓		✓
Sequoia Union High School District		✓	✓	✓	✓	✓	✓
Sonoma Valley Unified School District		✓	✓	✓	✓		✓
Soquel Union Elementary School District		✓	✓	✓	✓		✓
South San Francisco Unified School District						✓	✓
Union School District				✓			✓
West County Transportation Agency		✓	✓		✓		
Woodside Elementary School District		✓	✓		✓		✓

Section F - Additional Information
Town of Los Gatos Proposal for Auditing Services

Charter Schools	CAFR	GAS	GAGAS	Single Audit	EAAP	Other	Bond (P39)
Charter School of Morgan Hill		✓	✓		✓	✓	
Cottonwood Creek Charter School		✓	✓		✓	✓	
Credo High School		✓	✓		✓	✓	
Kid Street Charter School		✓	✓			✓	
The Reach Charter School		✓	✓			✓	
Mission Preparatory School		✓	✓		✓	✓	
Pathways Charter School		✓	✓		✓	✓	
Roseland Charter School		✓	✓	✓	✓	✓	
RSTEM Academy Charter School		✓	✓		✓	✓	
Stone Bridge Charter School		✓	✓		✓	✓	
Woodland Star Charter School		✓	✓		✓	✓	

Special Districts	CAFR	GAS	GAGAS	Single Audit	EAAP	Other	Bond (P39)
Bay Area Water Supply Conservation Agency		✓	✓	✓			
Castro Valley Sanitary District		✓	✓				
El Dorado Hills Community Services District	✓	✓	✓				
Lake Canyon Community Services District		✓	✓				
Midpeninsula Regional Open Space District		✓	✓	✓			
Purissima Hills Water District		✓	✓			✓	
Ross Valley Sanitary District	✓	✓	✓				
Santa Clara County Regional Open Space Auth		✓	✓	✓			
Sausalito-Marin City Sanitation District		✓	✓	✓			
Stege Sanitary District		✓	✓				
Silicon Valley Clean Water		✓	✓				
South San Francisco Conference Center		✓	✓				
The Cities' Group		✓	✓				
Valley of the Moon Fire District		✓	✓				
West Bay Sanitary District		✓	✓				
West Valley Sanitation District		✓	✓				
Westborough Water District						✓	

NonProfit Organizations	CAFR	GAS	GAGAS	Single Audit	EAAP	Other	Bond (P39)
Boys and Girls Clubs of Sonoma Valley		✓				✓	
Center for Empowering Refugees & Immigrants		✓				✓	
Children of Grace		✓				✓	
Far West Wheel Chair Association		✓				✓	
Hidaya Foundation		✓				✓	
Mission Language and Vocational School		✓				✓	
Morgan Hill Charter School Foundation		✓				✓	
NASA AMES Exchange		✓				✓	
O'Connor Tract Co-Operative Water Co.		✓				✓	
Peninsula Conflict Resolution Center		✓				✓	
Redwood City Education Foundation		✓				✓	
San Mateo County Exposition and Fair Association		✓				✓	
Sonoma Valley Hospital Foundation		✓				✓	
The Moca Foundation		✓				✓	
The San Jose Library Foundation		✓				✓	
Tru		✓				✓	
Work2future Foundation		✓	✓	✓		✓	

Privately Held Corporations	CAFR	GAS	GAGAS	Single Audit	EAAP	Other	Bond (P39)
Air Filter/Control		✓	✓	✓		✓	
Dfusion, Inc.		✓	✓	✓			
Diagnostics for the Real World		✓	✓	✓			
FRTek US, LLC		✓					
Pathway to Choices		✓					
Roberts of Woodside		✓	✓	✓		✓	
Sociometrics		✓	✓	✓			

Section F - Additional Information

Town of Los Gatos Proposal for Auditing Services

Technology in the Audit

C&A is a paperless firm and we use secure cloud servers for file sharing. We have Lenovo laptops and Fujitsu scanners that we use in the field. Our secured laptops are synchronized to our cloud server every day to avoid loss of data. The scanners allow for flexibility during the audit since it is not feasible to expect every document in electronic format.

Our secure online fileshare and engagement organizer provide for a better option over e-mailing electronic files. Each of our clients has an account login username and password through our website or an emailed link that allows them to upload files. This is especially helpful with sensitive information such as payroll data as it is much more secure than e-mail.

Our audit software is **ProSystems fx Engagement** which we compliment with Knowledge Coach (KC) audit programs and workpapers. These programs allow us to roll-forward audit information without having to replace the audit programs in the binder because they automatically update with changes in auditing and accounting standards every month. Finally, we have purchased data extraction software for each of our laptops that convert Adobe and other file types to Word and Excel.

All of the above-mentioned technological innovations make the audit more efficient and provides us the opportunity to spend time in areas that are more meaningful to the District. It also reduces the time and effort required by District staff to provide information and minimizes redundancy from year to year in the audit.

Proposal Exceptions

C&A did **not** have any exceptions or requested changes to the Town's RFP conditions or requirements.

C&A's Responsibility for Detecting Fraud

While audits are not designed to root out every instance of fraud, we have a responsibility to detect material misstatements in the financial statements caused by either fraud or error. Accordingly, generally accepted auditing principles prescribe specific audit procedures to detect fraud that must be carried out during each audit. C&A must hold a fraud brainstorming session at the beginning of the audit. This session is designed to provide a time for the audit team to consider how the client could commit fraud. The brainstorming meeting is used to set a tone of professional skepticism in the audit. Because committing material financial statement fraud often requires adjustments to financial records, C&A will test journal entries for any signs of manipulation. Another likely place for fraud is in accounting estimates since management may be able to influence accounting estimates to manipulate the financial statements. Generally, we perform procedures to determine if the methodology for completing accounting estimates has changed from the prior year and examine the directionality of estimates as a whole. We also closely examine significant unusual transactions outside of normal operations. This examination requires organizations to explain the purpose and rationale for the transaction and we corroborate management's response with other information received during the audit.

Attachments

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 18, 2021

To the Partners of Chavan & Associates, LLP
and the Peer Review Committee of the
California Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Chavan & Associates, LLP in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements are identified as not having been performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Attachment A - Peer Review Report

ITEM NO. 10.

To the Partners of Chavan & Associates, LLP
and the Peer Review Committee of the
California Society of Certified Public Accountants
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Chavan & Associates, LLP in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Chavan & Associates, LLP has received a peer review rating of *pass*.

Santa Ana, California

DRAFT 10-3-2021



POWELL & SPAFFORD, INC.
CERTIFIED PUBLIC ACCOUNTANTS

Jessie C. Powell, CPA (Ret.)
Patrick D. Spafford, CPA

Licensed by the California Board of Accountancy
Member: American Institute of Certified Public Accountants

Report on the Firm's System of Quality Control

To Chavan & Associates, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Chavan & Associates, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

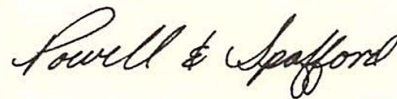
Deficiencies Identified in the Firm's System of Quality Control

We noted the following deficiencies during our review:

1. The firm's quality control policies and procedures addressing continuing professional education (CPE) are not sufficient to provide reasonable assurance that its personnel will have the education necessary to perform engagements in accordance with professional and regulatory requirements. The courses taken by firm personnel did not provide them with sufficient information about current developments in auditing matters. This contributed to audit engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans, not conforming to professional standards in all material respects in the areas of proper presentation and disclosure for required supplemental information (RSI), documentation of independence, preparation of the schedule of expenditures of federal awards and documentation of testing specific to major program compliance. The audits of employee benefit plans did not conform to professional standards related to reporting, internal control documentation and participant testing.
2. The firm's quality control policies and procedures regarding monitoring did not provide it with reasonable assurance that the policies and procedures relating to the system of quality control are operating effectively. The firm's quality control policies and procedures did not include ongoing inspection, and post issuance reviews to assist in providing ongoing consideration and evaluation of the quality control system.

Opinion

In our opinion, except for the deficiencies previously described, the system of quality control for the accounting and auditing practice of Chavan & Associates, LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Chavan & Associates, LLP has received a peer review rating of *pass with deficiencies*.



March 19, 2018

Attachment B - Prepared by Client List

ITEM NO. 10.

LIST OF ITEMS (FORMAT AND PRESENTATION IS A DOWNLOAD FROM ENGAGEMENT ORGANIZER AND LESS PRESENTABLE)

SECTION NAME	REQUEST ITEM
Interim - Financial	1.1 - Preliminary Trial Balance for FY21 (July 1, 2020 to June 30, 2021) - FORMAT: Excel
	1.2 - Chart of Accounts, with: fund names and type ,account type, revenue category, expense department, etc. Please include a description for any new funds not included in the FY21 audited financial statements. - FORMAT: Excel
	1.3 - 2021 adopted budget and amendments, if any - FORMAT: Any
	1.4 - 2021 reconciliation of budget changes and amendments - FORMAT: Any
	1.5 - Most recent board packet and financial information submitted to the board - Unless available online FORMAT: Adobe
Interim - General	2.0 - Internal accounting manual, policies and procedures. - Please ensure this includes all policies regarding purchasing, procurement and vendor card policy, hiring, fund balance or reserve, investment, billing, budget, debt, etc. FORMAT: Adobe
	2.1 - Capital asset policy and procedures for property, plant, equipment, infrastructure and construction in progress. - unless included in the internal accounting manual provided above. FORMAT: Adobe
	2.2 - A summary of committees and subcommittees with contact information - FORMAT: Any
	2.3 - Council by-laws - FORMAT: Adobe
	2.4 - Organizational Chart - FORMAT: Any
	2.5 - List of departments and contact information for main contact in each department. - FORMAT: Any
Interim - Investments	3.0 - Investment policy - unless included in the internal accounting manual provided above. FORMAT: Any
	3.1 - Most recent investment report approved by the Council - FORMAT: Any
Interim - Cash and Other	4.0 - List of all bank and brokerage accounts under the Town's name and tax ID. Please include the bank and brokerage contact information. Where applicable, please note the purpose, restrictions, fund, etc. associated with each account - FORMAT: Any
Interim - Receipts/Cash	5.0 - List of all locations/departments collecting cash and/or checks over the counter. - FORMAT: Any"
	5.1 - Cash receipts listing/register by location through today - FORMAT: Excel
	5.2 - For the Enterprise funds, please provide the most recent rate studies and council-approved rate changes.
Interim - Disbursements	6.0 - Summary of purchases by vendor through field work date - FORMAT: Excel
	6.1 - Warrant register (including any EFT) from 7/1/2020 through field work date. - Please include the account code, vendor, amount, warrant #, and warrant date FORMAT: Excel
	6.2 - List of credit cards and store cards/accounts with cardholder names, account numbers, and limits. If the name of the card and the name used as the vendor for disbursements are different, please indicate the vendor name as well. - FORMAT: Any
	6.3X - Support for Sampled Disbursements
Interim - Procurement	7.0 - List of projects that required formal bids awarded during fiscal year 2021.
	7.1 - List of public projects over \$5,000 - FORMAT: Any
Interim - Commitments	8.0 - List of contracts entered into and open for 2021 - FORMAT: Any
Interim - Payroll/HR	9.0X - Payroll Sample
	9.0 - Payroll register paid in March 2021 and November 2020 - FORMAT: Adobe
	9.1 - List of employees, including identification of employees who work on federal programs, department, and category code (or job title) - FORMAT: Excel
	9.2 - List of new hires with hire dates and category code (or job title)- FORMAT: Excel
	9.3 - List of terminated employees with termination dates and category code (or job title)- FORMAT: Any
	9.4 - MOUs, employment contracts, management compensation agreements, Council compensations arrangements and supporting salary schedules - FORMAT: Adobe
	9.5 - Employee handbook and/or HR policies Handbook - unless included in the internal accounting manual provided above. FORMAT: Adobe
	9.6 - Conflict of interests policies for employees and Council, if any - unless included in the internal accounting manual provided above. FORMAT: Adobe

Attachment B - Prepared by Client List

ITEM NO. 10.

LIST OF ITEMS (FORMAT AND PRESENTATION IS A DOWNLOAD FROM ENGAGEMENT ORGANIZER AND LESS PRESENTABLE)

SECTION NAME	REQUEST ITEM
	9.7 - List of employees receiving early termination benefits and a summary of those benefits, if any - FORMAT: Any
	9.8 - Summary list of OPEB plans and retirement plans offered to employees, if any. - FORMAT: Any
	9.9 - Census information (list of employees and retirees) sent to the actuarial for the retiree health plan (OPEB) valuation report (GASB 75) . Please include their names, date of birth, and female/male. - FORMAT: Excel
	9.10 - List of employees currently enrolled in the CalPERS pension retirement plan. Please include their names, date of birth, and female/male. (GASB 68) FORMAT: Excel
Interim - Debt	10.0 - All debt agreements - FORMAT: Adobe
	10.1 - Amortization schedules for all long-term debt - FORMAT: Excel
	10.2 - Summary of capital and operating leases - Only if annual payment exceeds \$10,000 FORMAT: Excel
	10.3 - Agreements for any new or amended capital or operating leases. - Only if annual payment exceeds \$10,000 FORMAT: Adobe
Federal Compliance	11.0 - Grant tracker - schedule of expenditures of federal awards through date of field work. Please include the CFDA#, amount awarded, amount spent current year, amount spent for award if multi year award, program name, federal department name, pass-through entities, etc. - Please note if any portion of the State Revolving Fund loan is federally funded and if there were any additional draw downs in FY21. FORMAT: Excel
GANN Limit	12.0 - Adopted resolution for the most recent appropriations limits. FORMAT: Adobe
	12.1 - City's calculation of the most recent GANN limit
	12.2 - Department of Finance Price Factor and population information used for the GANN limit calculation
Year-End - General	13.0 - Detailed Trial Balance or Financial Summary Report by Fund and Object for June 30, 2021 - FORMAT: Excel
	13.1 - Revenue and Expenditure report with adopted budget, final budget, actual and variance by Fund and Object for the fiscal years ended June 30, 2021 - FORMAT: Excel
	13.2 - A list of journal entries from July 1, 2020 through date of field work. - This will also cover subsequent events. FORMAT: Excel
	13.3 - List of all related parties known by the Town as well as policies and procedures used by City to identify related parties. FORMAT: Any
	13.4 - Significant events after year end, such as debt agreements, significant purchases or contracts. Required subsequent event disclosure. FORMAT: Any
Year-End - Reporting	14.0 - A list of commitments in dollar amounts to vendors and contractors outstanding at 6/30/2021, that have not been recorded in accounts payable or accrued liabilities. (encumbrances, open PO's and contracts) - Required for disclosure. Please list original and remaining commitment balances. This would include fire and police services contracts. FORMAT: Excel
	14.1 - A list of Joint Powers Authorities (JPAs) for which the Town is a part of, the purpose of each JPA, the Town's role and contact information - FORMAT: Any
	14.2 - The most recently available audit reports from JPAs for which the Town is a member. - FORMAT: Paper or Adobe
Year-End - Cash and Investments	15.0 - Bank reconciliations 6/30/2021 and 7/31/2021 - FORMAT: Any
	15.1 - Bank statements for all cash accounts as of 6/30/2021 and 7/31/2021 - FORMAT: Paper or Adobe
	15.2 - Summary of restricted cash as of June 30, 2021 - FORMAT: Any
	15.3 - Brokerage and/or LAIF statements for the period ended June 30, 2021 - FORMAT: Paper or Adobe
	15.4 - If not included in brokerage statements or treasurer's report, please provide a breakdown of investment maturities by type of investment in the categories of 12 months or less, 13-24 months, 25-36 months, 37-48 months and 49-60 months. - If only deposit money in LAIF, checking or savings, this will not be applicable FORMAT: Any

Attachment B - Prepared by Client List

ITEM NO. 10.

LIST OF ITEMS (FORMAT AND PRESENTATION IS A DOWNLOAD FROM ENGAGEMENT ORGANIZER AND LESS PRESENTABLE)

SECTION NAME	REQUEST ITEM
Year-End - Accounts Receivable and Revenue	15.5 - Summary of fair values by account or type of asset as required by GASB 72 (please contact sheldon@cnallp.com if you need clarification or assistance with this) - If only deposit money in LAIF, checking or savings, this will not be applicable FORMAT: Any
	16.0 - Summary schedule of AR by customer, government or other resource as of 6/30/2021 - Please also include a aging report FORMAT: Excel
	16.1 - Cash receipts listing/register by location from July 1, 2021 to field work. Please ensure the report at least includes the date, description and amount. FORMAT: Excel
	16.2 - Reconciliation of property taxes
Year-End - Capital Assets (PP&E)	16.3 - Schedule of gas tax apportionment from the State Controller's Office
	16.4 - Reconciliation of sales tax revenue to the general ledger and copies of BOE remittances
	17.0 - Summary schedule showing capital assets beginning balances, additions, deletions, transfers, and ending balances for both governmental and proprietary capital assets by category as of June 30, 2021 - FORMAT: Excel
	17.1 - Detailed listing capital assets at June 30, 2021, including cost, accumulated depreciation and current year depreciation - FORMAT: Excel
	17.2 - List of all CIP by program with beginning, additions, deletions (transfers), and ending balance for fiscal year ending 6/30/21, if applicable - If possible, please include warrant/EFT #s for additions. FORMAT: Excel
	17.3 - Land or property held for sale and its net realizable value, if any. - FORMAT: Excel
	17.4 - Depreciation expense by function for 6/30/2021 - FORMAT: Excel
	17.XX Capital Asset Sample Support
	18.0 - Summary schedule of balances due to and due from funds as of 6/30/2021 - This schedule should have three columns, the first column will report the fund with the due from (receivable), the second column will report the due to (payable), and the third column should explain the purpose of the transaction FORMAT: Excel
	18.1 - Summary schedule of transfers in and transfers out and explanations as to the purpose of the transfers for FYE 2021 - FORMAT: Excel
Year-End - Interfund	19.0 - Summary of AP dollar balances by vendor and fund at June 30, 2021 - FORMAT: Excel
	19.1 - Warrant register from 7/1/2021 to 9/1/2021. Please ensure this report includes the fund and object for each warrant. Excel format.
Year-End - Accounts Payable	20.0 - List of deposit payables and reason for deposits - FORMAT: Any
	21.0 - Insurance claim payable schedule showing beginning claim payable, claims incurred, increase/decrease in estimate liability for prior claim, claim paid, and ending claim payable for FYE 2021 - If not applicable, identify the cities total potential exposure after insurance. This could simply be the Town's deductible per occurrence. FORMAT: Any
Year-End - Deposit Payable	21.1 - Open insurance claim report as of June 30, 2021 - FORMAT: Any
	22.0 - Supporting schedules for accrued salaries and Payroll Register covering the final pay period of the year for FY 2021 - FORMAT: Paper or Adobe
Year-End - Other Liabilities	23.0 - Payroll register with YTD totals as of June 30, 2021 - FORMAT: Paper or Adobe
	23.1 - Payroll reconciliations from register or 941's to GL for FYR 6/30/2021, if any. - FORMAT: Excel
Year-End - Accrued Liabilities	23.2 - Schedule of vacation and sick accruals, including beginning balance, earned, paid, and ending balance. (Compensated absences) for FYE 6/30/2021 - Please provide in hours and dollars FORMAT: Excel
	24.0 - CalPERS actuarial valuation report for GASB 68 reporting, if not provided online on CalPERS website - FORMAT: Paper or Adobe
	24.1 - Schedule of CalPERS covered member, noting active and inactive members and which members are receiving benefits, for each plan - If not already provided at interim FORMAT: Any
	24.2 - Summary of CalPERS contributions by employer and employee, for each plan - FORMAT: Any
Year-End - Payroll	25.0 - Actuarial report for GASB 75, if applicable. - If not already provided at interim FORMAT: Paper or Adobe
	25.1 - CERBT or other trust account statement for FYE 6/30/2021 - FORMAT: Paper or Adobe
Year-End - PERS	
Year-End - OPEB	

Attachment B - Prepared by Client List

ITEM NO. 10.

LIST OF ITEMS (FORMAT AND PRESENTATION IS A DOWNLOAD FROM ENGAGEMENT ORGANIZER AND LESS PRESENTABLE)

SECTION NAME	REQUEST ITEM
Year-End - Debt	26.0 - Schedule of long term debt showing beginning balance, payment, and ending balances and amounts due within one year for FYE 6/30/2021 - FORMAT: Paper or Adobe
Year-End - Fund Balance/Net Assets	26.1 - Debt agreements and amortization schedules, if any changes or for new debt. Please include any new debt issued subsequent to year end as well - If not already provided at interim FORMAT: Any 27.0 - Final summary of fund balance classifications per GASB 54 (Nonspendable, Restricted, Assigned and Unassigned) - FORMAT: Excel
Year-End - GANN	27.1 - Town Council resolution supporting committed fund balances per GASB 54 and any revenue stabilization agreements, if any. - FORMAT: Paper or Adobe 28.0 - GANN Limit resolution and council agenda report for 2021. - Please provide the original resolution and calculation as well as the final resolution and calculation, if applicable FORMAT: Adobe or paper 28.1 - GANN Limit letter from state department of finance with population information - FORMAT: Adobe or paper


ATTACHMENT C PROPOSER WARRANTIES

The proposer warrants that it can and will provide and make available, at a minimum, all of the services and deliverables set forth in this RFP.

The proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents in conjunction with the services to be provided. Coverage limits shall be \$2,000,000 or more per occurrence, without reduction for claims paid during the policy period. The carrier should be duly insured and authorized to issue similar insurance policies for this nature in the State of California.

The proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town.

The proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature: 

Printed Name: Sheldon Chavan

Title: Managing Partner

Firm: Chavan & Associates, LLP

Date: 10/8/2021

ATTACHMENT D - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

PROFESSIONAL AUDITING SERVICES

The undersigned declares:

I/We Chavan & Associates, LLP (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

None and no other relationships may have an impact on this contract

I/We Chavan & Associates, LLP (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

None

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will

immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 8, 2021 [date], at Mogan Hill [city], CA [state].

Chavan & Associates, LLP

Managing Partner

Proposer Name (Person, Firm, Corp.)

Title of Authorized Representative

15105 Concord Circle, Ste 130

Sheldon Chavan

Address

Name of Authorized Representative

Morgan Hill, CA 95037

City, State, Zip

10/8/2021



Date

Signed

ATTACHMENT E – NON-COLLUSION DECLARATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

PROFESSIONAL AUDITING SERVICES

The undersigned declares:

I am the Managing Partner [Insert Title] of Chavan & Associates, LLP [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

ATTACHMENT F - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

PROFESSIONAL AUDITING SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years.
Use additional sheets as necessary.

1.	City of Carmel-by-the-Sea	PO Box CC, Carmel-by-the-Sea, CA 93921
	Name of Agency	Agency Address
	Robin Scattini	Finance Director
	Contact Name	Contact Title
	831-620-2019	rscattini@ci.carmel.ca.us
	Contact Telephone	Contact Email Address
	6/30/2019 to 6/30/2021	\$27,000
	Contract Period	Contract Amount
	ACFR, Audit, Single Audit, GANN, Measure S, Management Letters	

Description of services performed including costs.


2.	City of Saratoga	13777 Fruitvale Ave, Saratoga, CA 95070
	Name of Agency	Agency Address
	Dennis Jaw	Finance Manager
	Contact Name	Contact Title
	408-868-1227	djaw@saratoga.ca.us
	Contact Telephone	Contact Email Address
	6/30/2014-6/30/2021	\$39,000
	Contract Period	Contract Amount
	ACFR, Audit, Single Audit, Management Letters, GANN, TDA Audit	

Description of services performed including costs.

3. City of Del Rey Oaks 650 Canyon Del Rey Road, Del Rey Oaks, CA 93940
 Name of Agency Agency Address
Roberto Moreno Chief Business Officer
 Contact Name Contact Title
831-394-8511 RobertoM@GovernmentFinancialSolutionsInc.com
 Contact Telephone Contact Email Address
6/30/2018-6/30/2021 \$26,750
 Contract Period Contract Amount
Audit, GANN, Measure S, Police AUP, Management Letters

Description of services performed including costs.

I hereby certify that the Proposer performed the work listed above.

 Sheldon Chavan 10/8/2021
 Signature of Proposer Name Date

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/8/21 [date], at Morgan Hill [city], CA [state].

By: 
 Name: Sheldon Chavan
 Title: Managing Partner

**ATTACHMENT G - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION
INSURANCE ACKNOWLEDGMENT CERTIFICATE**

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL
PROFESSIONAL AUDITING SERVICES**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Chavan & Associates, LLP

Name of Proposer (Person, Firm, or Corporation)



Signature of Proposer's Authorized Representative

Sheldon Chavan, Managing Partner

Name & Title of Authorized Representative

10/8/2021

Date of Signing



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO: 11

ITEM NO. 11.

DATE: February 12, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Approve the 2025-2027 Strategic Priorities

RECOMMENDATION:

Approve the 2025-2027 Strategic Priorities (Attachment 1).

REMARKS:

Every year, the Town Council considers its Strategic Priorities for the next two years. On February 11, 2025, the Town Council discussed and refined the Strategic Priorities as found in Attachment 1. Approving these Strategic Priorities will inform the upcoming budget process as well as align Town efforts with what is most important for the Town Council. Staff will focus on how best to make significant progress on the Top Priorities, while still moving forward the Additional Priorities as opportunities present themselves and bandwidth allows.

Once approved, staff will determine actionable items that can be taken to advance the priorities.

FISCAL IMPACT:

While there is no fiscal impact associated with adopting the Strategic Priorities, the budget development process will prioritize these areas and may include budget proposals to further these efforts.

ENVIRONMENTAL ASSESSMENT:

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

PREPARED BY: Katy Nomura
Assistant Town Manager

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

PAGE 2 OF 2

SUBJECT: Adopt 2025-2027 Strategic Priorities

DATE: February 12, 2025

ITEM NO. 11.

Attachments:

1. Proposed 2025-2027 Strategic Priorities



Strategic Priorities

2025 - 2027

ITEM NO. 11.

CORE GOALS: COMMUNITY CHARACTER GOOD GOVERNANCE FISCAL STABILITY
QUALITY PUBLIC INFRASTRUCTURE CIVIC ENGAGEMENT PUBLIC SAFETY

Top Priorities

- Further the Town’s emergency preparedness, resiliency, and response capabilities, particularly in the area of wildfire risk. (Goal: Public Safety)
- Ensure prudent financial management to result in structurally balanced five-year forecasts and fully funded five-year Capital Improvement Plans, managing liabilities such as pension costs and leveraging the Town’s assets, efficiencies, partnerships, and revenue streams. Define and implement a cohesive deferred capital improvement program for Town facilities and lifecycle assets. (Goal: Fiscal Stability)
- Preserve the Town’s small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element. (Goal: Community Character)

Additional Priorities

- Develop structure to ensure accountability of how funding resources move forward the Town’s core goals and priorities. (Goal: Fiscal Stability)
- Implement transportation demand management and traffic calming efforts to mitigate traffic congestion where possible, while ensuring safety for all users and making bicycle and pedestrian improvements. (Goal: Quality Public Infrastructure)
- Manage downtown parking that is easy to access and locate for residents and visitors. (Goal: Quality Public Infrastructure)
- Promote sustainability practices and protect and conserve the natural environment for present and future generations. (Goal: Community Character)
- Foster the economic vitality of businesses in Town. (Goal: Community Character)
- Ensure all residents and visitors feel a sense of belonging in Los Gatos, maintaining and enhancing the Town as a welcoming, family-oriented, safe, and inclusive community. (Goal: Civic Engagement)
- Continue to engage community service providers to meet the needs of older adults. (Goal: Civic Engagement)
- Continue to engage community service providers to meet the needs of unhoused residents. (Goal: Civic Engagement)



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO: 12

ITEM NO. 12.

DATE: February 13, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Approve the 2025 Work Plan Recommended by the Parks and Sustainability Commission

RECOMMENDATION:

Approve the 2025 Work Plan recommended by the Town's Parks and Sustainability Commission.

BACKGROUND:

In order to provide Town Commissions/Committees/Boards (Commissions) clarity from the Town Council regarding their work, staff recommends the Town Council review and approve each Commission's work plan for the year. This will ensure Council support, efficient use of Commissioners' time, and sufficient staff resources for the Commission's projects in 2025.

Certain Commissions are exempt from this process due to their specific functions. The exempt Commissions have items presented to them for consideration rather than the Commissions creating their own work plans. These exempt Commissions include the Planning Commission, General Plan Committee, Historic Preservation Committee, and Personnel Board.

DISCUSSION:

The attached work plan was drafted by the Parks and Public Works staff liaison, taking workload, time commitment, changes in legislation, and alignment with Council priorities into consideration.

The Parks and Sustainability Commission work plan was discussed at that Commission's February 3, 2025 regular meeting. The Commission discussed the draft work plan presented by staff and made two slight modifications. These were to add "and motorized conveyances" to

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

PAGE 2 OF 2

SUBJECT: Parks and Sustainability Commission Work Plan

DATE: February 13, 2025

work plan item 4 and to add “and trails” to work plan item 5, suggesting the Town invest in a Parks and Trails Master Plan, rather than just a parks master plan. Staff agrees with both of these recommended changes. The resulting work plan (Attachment 1) was adopted by the Commission by a vote of 6-0-1, with Chair Gleason absent.

FISCAL IMPACT:

No fiscal impact is associated with this item.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. 2025 Parks and Sustainability Commission Work Plan

2025 Parks and Sustainability Commission Work Plan

1. Commission will review Field Use policies and provide recommendations for staff consideration.
2. Commission will review Adopt-A-Bench Program policies and procedures and provide recommendations for staff consideration.
3. Commission will review Adopt-A-Planter Program policies and procedures and provide recommendations for staff consideration.
4. Commission to review staff recommendations regarding policy and ordinance updates regarding the use of e-bikes and motorized conveyances in parks and on trails and provide recommendations for staff consideration.
5. In the case the master plan is funded in the Capital Improvement Program for 2025/26, the Commission will support staff outreach efforts as they pertain to parks and trails master planning.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO: 13

ITEM NO. 13.

DATE: February 13, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Authorize the Town Manager to Execute a Pass-Through Agreement with CSG, Inc. for the Review of Land Development Entitlement Applications and Subsequent Construction Plan Review and Inspection Services in an Amount Not to Exceed \$500,000; and Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$150,000 to Recognize Deposits (Program 5999) and Permit Revenue (Program 5202) and Associated Expenditures for CSG Services

RECOMMENDATION:

Authorize the Town Manager to execute a pass-through agreement with CSG Consultants, Inc. ("CSG") (Attachment 1) for the review of land development entitlement applications and subsequent construction plan review and inspection services in an amount not to exceed \$500,000; and authorize revenue and expenditure budget adjustments in the amount of \$150,000 to recognize deposits (Program 5999) and permit revenue (Program 5202) and associated expenditures for CSG services.

BACKGROUND:

The Town has experienced an increase in land development applications beyond its current staffing level capacity. The Town issued a Request for Qualifications for various professional services firms and a list of on-call firms was approved by the Town Council on February 15, 2024. Staff requested proposals from firms on the approved on-call list to augment Parks and Public Works ("PPW") staff with regard to land use application reviews. Staff requested proposals from six firms on the on-call list to request staff augmentation services. Only one firm, CSG, indicated they had staff available to provide this service.

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, Town Engineer

PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute a Pass-Through Agreement with CSG, Inc. and Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$500,000 to Recognize Future Deposits and Expenditures

DATE: February 13, 2025

DISCUSSION:

The number of permit applications received by Parks and Public Works has been consistently increasing year over year and staffing has remained stable at two engineers. To maintain the quality of reviews necessary to ensure responsible development within the Town, staff augmentation is needed. The cost to augment PPW land development staff will be paid by the developers submitting applications, with deposits collected at the time of application and subsequent invoices sent to cover all costs.

CONCLUSION:

If approved, the requested action will provide support to PPW to meet mandated review timelines while maintaining the high quality of reviews.

FISCAL IMPACT:

Staff recommends authorization of the proposed agreement with CSG to provide review services related to permit applications. The proposed revenue and expenditure budget adjustments in the amount of \$150,000 will recognize the deposit and permit revenue and authorize expending for the third-party permit review services. The proposed contract will be a pass-through contract with a not-to-exceed amount of \$500,000. Projects larger than 10 units would be funded through deposits collected. Projects less than 10 units would be funded through regular permit fees collected. The current hourly billing rates for CSG will be included in the contract and include inflationary increases annually (Exhibit A). The remainder agreement capacity will be budgeted in future fiscal years.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Agreement for Consultant Services with Exhibit A - CSG Proposal with 2025 Billing Rates

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on February 18, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) CSG Consultants, Inc., (“Consultant”), identified as an C Corporation and whose address is 550 Pilgrim Dr, Foster City, CA 94404. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide plan review and inspection 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 on June 26, 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 February 18, 2025 through June 30, 2028.
- 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 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 the Consultant's professional services shall be paid at the established hourly rates, as set forth in the Fee Schedule, which is attached hereto. Payment shall be based upon Town approval of the Scope and Fee for each task and payment of fees by individual applicants. The total amount for this agreement shall not exceed **\$500,000**.

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. 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.

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.
- 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.

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. 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 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.

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

CSG Consultants, Inc.
550 Pilgrim Dr
Foster City, CA 94404

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:

CSG Consultants, Inc. by:

Chris Constantin, Town Manager

Cyrus Kianpour, 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



Employee-Owned

550 Pilgrim
Foster City, CA 94404
Phone: 650.522.2500
Fax: 650.522.2599

ITEM NO. 13.

www.csngenr.com

June 26, 2024

James Watson, PE
Senior Civil Engineer – Land Development
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Re: Town of Los Gatos Parks and Public Works Staff Augmentation Assistance

Dear Mr. Watson,

CSG Consultants, Inc. (CSG) is pleased to present this proposal to the Town of Los Gatos (Town) to provide part-time staff augmentation services for its land development team. CSG understands that the candidate would be working one or two days a week at the Town’s Engineering office for collaboration of weekly work assignments and review of the work items listed below:

- Review and provide comments on encroachment permit plans/applications for public improvements.
- Review and provide comments on grading permit plans/applications.
- Review and provide comments on building permit plans/applications related to public works.
- Other duties as assigned.

CSG is pleased to offer Mehdi Sharifi, PE, LEED AP, for this assignment. Mehdi is a Senior Engineer and is available to start assisting the Town as of September 18th, 2024, for the next two to three years, the duration of this assignment. CSG understands that the Town needs assistance prior to September 18th, 2024; therefore, CSG is very pleased to offer Jen Chen, EIT, PACP, to start this assignment immediately until Mehdi is available on September 18th or earlier. CSG is unwavering in its commitment to a seamless transition between Mehdi and Jen and will bear all costs for the transition between them. CSG understands that the task will likely involve both on-site and off-site and the assignment will require 16 to 24 hours a week. Both Mehdi and Jen are committed to the weekly required time commitment for the duration of this assignment.

CSG’s proposed staff will perform such work as described below, but not limited to:

1.0 – Staff Augmentation

- Provide customer service addressing inquiries related to the Public Works Department for applications and engineering requirements.
- Review encroachment permits.
- Inspect grading, drainage, sewer, sidewalks, curbs and roadway improvements, as needed.
- Assist Public Works related code enforcement issues, as needed.
- Respond to citizen complaints regarding construction impacts and regulations.
- Perform off-site review and approval of applications for new development including grading permits compliance with City codes and NPDES requirements.
- Perform other duties as assigned.

As a token of appreciation to the Town as a long-term client, CSG is pleased to offer this service at the Associate Engineer rate of \$200 per hour, based on our 2024 Standard Fees. Please see the hourly rate attachment, along with the resumes for Mehdi and Jen, for your reference.

CSG looks forward to working with the Town to continue providing engineering services to meet the Town's needs. Should you have any questions, please feel free to contact me at (650) 522-2511 or by email at hatem@csgengr.com.

Sincerely,



Hatem Ahmed, PE, PMP
Senior Principal Engineer

Attachments:

- 2024 Standard Fees
- Resumes of Mehdi Sharifi, PE, LEEP AP and Jen Chen, EIT, PACP

Cc: Sophie Truong, PE, PLS, QSD/P – Senior Principal Engineer
Mario Camorongon, PE, CFM, QSD/P – Principal Engineer

CSG Engineering Services Fee Schedule



CSG Consultants' fee schedule for proposed services is provided below.

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	\$115
Engineering Intern	\$145
Assistant Engineer	\$180
Associate Engineer	\$220
Structural Engineer	\$270
Associate Surveyor	\$210
Senior Engineer	\$245
Senior Land Surveyor	\$245
Senior Structural Engineer	\$295
Principal Engineer	\$295
Senior Principal Engineer	\$315
Two-Person Survey Crew	\$440
Assistant Project Manager	\$180
Project Manager	\$240
Senior Project Manager	\$260
Office Engineer	\$180
Construction Inspector	\$190
Senior Construction Inspector	\$210
Assistant Resident Engineer	\$210
Resident Engineer / Construction Manager	\$265
Structural Representative	\$265
Senior Construction Manager	\$315

TERMS

- All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.
- Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.
- On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.
- CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.
- This fee proposal is valid for a period of 90 days from date of submittal.



Mehdi Sharifi

PE, LEED AP

Senior Engineer

LICENSES & CERTIFICATIONS

Professional Civil Engineer, State of California | 62646

LEED Accredited Professional

EDUCATION

Bachelor of Science, Civil Engineering
University of Texas | Austin, TX

PROFESSIONAL AFFILIATIONS

Toastmasters International
Club: 4840673

Mr. Sharifi has over 25 years of civil engineering experience with a focus on land development reviews. He has provided land development review on a variety of projects ranging from single family residential homes to expansive subdivisions and commercial improvements. Prior to joining CSG, Mr. Sharifi has worked with another consulting engineering firm gaining experience in the design and production aspects of improvement plans from schematic design to design development to construction documents and construction support.

RELEVANT EXPERIENCE

Land Development Staff Augmentation | City of San Mateo, CA

Mr. Sharifi has performed an onsite land development review for the City's development projects. His general duties included providing plan check review of all minor private development including but not limited to grading plans, public improvement plans, utility improvement plans, tenant map improvement plans, and plot plans.

Land Development Staff Augmentation | Town of Woodside, CA

Mr. Sharifi performed an onsite plan review for reviewing and approving site permits, building permits, and encroachment permits.

Land Development Staff Augmentation | City of Gilroy, CA

Mr. Sharifi performed an onsite land development review for the City's development projects. His general duties included providing plan check review of all major and minor private development (residential and commercial) including but not limited to grading plans, public improvement plans, utility improvement plans, tenant map improvement plans, and plot plans.

Glen Loma Ranch – Phase 1A | City of Gilroy, CA

Mr. Sharifi serves as one of the primary plan review engineers for this land development project involving three residential subdivision improvement plans (Vista Bella, Petite Sirah and Motaro) with a total of 274 units. He provided review of rough grading and backbone infrastructure improvements including street design, utilities, signing & striping plans, construction phasing plans, erosion control plans, two roundabout designs (Luchessa/10th Street and Santa Teresa/Miller), Storm Water Management Plan, Hydraulics & Hydrology reports, geotechnical reports and joint trench plans.

Hecker Pass East Cluster | City of Gilroy, CA

The land development project consisted of the review of backbone infrastructure improvements including street design, utilities, signing & striping plans, construction phasing plans, erosion control plans, Review of residential subdivision improvement plans with a total of 186 units; including onsite street improvements, utilities, joint trench, several roundabout designs, final maps, Storm Water Management Plan, Hydraulics & Hydrology reports and geotechnical reports.

Hollywood Park Casino | City of Inglewood, CA

Mr. Sharifi served as the primary plan review engineer for the review of civil improvement plans (grading, drainage, utilities, storm management, etc.) for the relocation of a casino into a newly created structure.

Dublin Ranch Subarea 3 | City of Dublin, CA

Mr. Sharifi conducted land development review of onsite and office landscape plans for this project. This 64-acre development includes 437 single-family units and townhomes within six neighborhoods.

Jen Chen

EIT, PACP

Associate Engineer

LICENSES & CERTIFICATIONS

Engineer-in-Training
State of California
XE 105230

NASSCO PACP Certified

EDUCATION

Bachelor of Science, Civil and
Environmental Engineering
University of California Irvine
Irvine, CA

MEMBERSHIP

American Society of Civil
Engineering (ASCE)

Ms. Chen has been working with CSG for the past 21 years. Her experience includes performing engineering plan reviews and inspections of private development projects, encroachment permit applications, entitlement reviews, civil and stormwater reviews, and lot line adjustments. Additionally, she is experienced with CentralSquare, including TRAKIT and Lucy, which she uses to track all permits, plan checks, and utility management.

RELEVANT EXPERIENCE

Land Development Staff Augmentation | City of Foster City, CA

Ms. Chen served as a Land Development Engineer on commercial and residential land development projects. She provided project management services, including plan review, inspection, coordination, customer report MRP C.6 inspection and compliance report preparation, and closeout. Commercial projects have included a research center, fitness center, and emergency generator.

Engineering Services | City of Monte Sereno, CA

Ms. Chen served as an Associate Engineer on the project and has provided engineering services, including review and inspection of land development plans, encroachment permit review and inspection, customer report MRP C.6 inspection and compliance report preparation, and coordination for various Public Works projects.

Engineering Staff Augmentation and Construction Management | Town of Los Altos Hills, CA

Ms. Chen served as Associate Engineer on various projects and has provided engineering staff augmentation services in the Town of Los Altos Hills, where she performed engineering plan checks for new and redevelopment projects, including residential houses, lot line adjustment, and encroachment permits. Additional responsibilities included the management of sanitary sewer program which included sewer plan review and inspection, operation and maintenance (O&M) contract administration, CIWQS reporting, assistance in capital improvement project (CIP) planning, and construction management of 2016 – 2019 Sanitary Sewer Repair and Replacement Project.

Land Development Staff Augmentation | Town of Woodside, CA

Ms. Chen served as a Land Development Engineer for the Town of Woodside. Her duties included performing plan reviews and inspections for site development and encroachment permit applications, assisting the public works department in the P-TAP17 project application and project management, and conducting technical reviews for the 2016 Sanitary Sewer Management Plan (SSMP).

Engineering Staff Augmentation | Town of Hillsborough, CA

Ms. Chen has provided engineering staff augmentation services in the Town of Hillsborough, where she also performed engineering plan checks for new and redevelopment projects, including residential houses, lot line adjustment, subdivision, and supervising grading and encroachment permits. Additional various tasks included:

- Prepared construction plans, specifications, and engineering estimates (PS&E) for various sewer, street, water, storm drain, and open space management projects.
- Performed project management including bid and contract award administration.
- Performed construction management including submittal review, inspections, scheduling, project coordination, conflict resolution, and state/federal regulations compliance.
- Reviewed, inspected, and managed utility encroachment permits, revocable encroachment permits, and wireless communications facilities permits.
- Prepared Engineering & Traffic Survey reports.
- Represented the Town at the monthly NPDES TAC meeting and oversees NPDES permit compliance including construction site inspections, illicit discharge control, and annual deliverables preparation.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO: 14

ITEM NO. 14.

DATE: February 11, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Mid-Year Budget Report - July 1 - December 31, 2024:
a. Receive the FY2024-25 Mid-Year Budget Report, including the FY 2024-25 Year End Projections
b. Authorize Budget Adjustments as Recommended in the Mid-Year Budget Report
c. Receive the Town Five Year Financial Projection from FY 2025-26 to FY 2029-30

RECOMMENDATION:

Staff recommends that the Town Council take the following actions regarding the Mid-Year Budget Performance Report - July 1 - December 31, 2024:

- a. Receive the FY 2023-24 Mid-Year Budget Report including the FY 2024-25 Year End Projections (Attachment 1)
- b. Authorize budget adjustments as recommended in the Mid-Year Budget Report
- c. Receive the Town Five Year Financial Projection from FY 2025-26 to FY 2029-30 (Attachment 2)

BACKGROUND:

The purposes of the Mid-Year Report (Attachment 1) are to provide the Town Council with the status of the adopted Fiscal Year (FY) 2024-25 Operating Budget after the first six months and to make any adjustments to ensure the continuity of municipal services and operations for the remainder of the fiscal year. The Report is one of several periodic updates to the Town Council on the status of the current year's revenues and expenditures and the projected financial condition of all Town funds compared with the Adopted Operating Budget. The updates primarily focus on the Town's General Fund. An update to the Town's five-year financial

PREPARED BY: Gitta Ungvari
Finance Director

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

SUBJECT: Mid-Year Budget Performance Report and Five Year Forecast

projections from FY 2025-26 to FY 2029-30 (Attachment 2) gives context for the FY 2025-26 budget development process and recommended budget approach.

Finance Commission Review

On February 10, 2025, the Finance Commission received the Mid-Year and Forecast Reports. The Commission discussed both items, and the staff answered the commissioners' questions. The Commission recommended that the Town Council receive the mid-year report, the five-year forecast, and its assumptions. The Commission recommended removing the terms "Greater" and "Base" from the UAL Town Contribution Table (Page 13 of Attachment 2) and identified typographical errors in the CalPERS Compound Annual Rates of Return Table (Page 14 of Attachment 2). The updates are redlined in Attachment 2. The Finance Commission further recommended including the financial condition analysis study results in future forecasts. The financial condition analysis study will not be completed in FY 2024-25, but when the information is available, it will be included in the forecast. There were additional questions regarding the impact of future development on the Town Finances. The Town usually starts estimating the potential property tax amount and timing of collection for bigger development projects when the developer's building permit applications are submitted. According to the Santa Clara Assessor Office's most recent report, a \$5,000,000 property tax roll growth generates \$12,696 annual property tax for the Town.

In addition, further staff review after the Finance Commission meeting identified footing errors in two tables on page 4 and page 9 of Attachment 1. The correct percentages and amount are displayed in red in the tables affected.

DISCUSSION:FY 2024-25 Mid-Year Budget:

The FY 2024-25 Mid-Year Budget Report focuses on the General Fund and provides analyses of key revenues and expenditures, including historical data by Town Department/Service Area. It contains descriptions of recommended revenue and expenditure budget adjustments and financial summaries of other funds.

For Fiscal Year 2024-25, the budget was balanced by incorporating a 4.6% vacancy factor along with an additional use of \$0.6 million in reserve funds. Furthermore, through December 31, 2025, the Council has pre-authorized an extra \$1.7 million in reserve funds to cover salaries, benefits (for both represented and non-represented employees), and other Town needs.

Current year-end projections, including proposed mid-year adjustments, show an anticipated surplus of \$0.8 million when combining operating revenues and \$3.6 million in planned reserve usage against expenditures and reserve allocations. Of the \$3.6 million in reserve funds that will be used, \$1.1 million will be transferred to capital projects, \$2.3 million will provide one-time

SUBJECT: Mid-Year Budget Performance Report and Five Year Forecast

support for ongoing operating expenditures, and a \$300,000 additional pension trust contribution is proposed as a mid-year adjustment per the General Fund Policy.

General Fund expenditure totals are trending in accordance with the Adjusted Budget, with total operational expenditures at the end of the second quarter at or about 44% of the Adjusted Budget.

In addition, departments are requesting \$662,078 General Fund revenue budget adjustments, and \$1,065,724 expenditure budget adjustments. The expenditure requests exceed the revenue adjustments by \$403,646. It is anticipated that year-end savings will be sufficient to cover these costs. As discussed in greater detail in Attachment 1, the primary drivers of the projected deficit are the decreased revenue projection for property tax, sales tax, and franchise fee combined with increases in retiree health care expenditures, legal services related to Builder's Remedy, insurance premiums, and various contractually obligated services.

Refer to Attachment 1 for additional details.

Five-Year Forecast:

The forecast provides summaries and analyses of the Town's major revenues, including property tax, sales tax, business license tax, and transient occupancy tax (TOT). The Town highly depends on these four economically sensitive revenues, comprising 65% of the General Fund forecasted revenues.

Updated growth assumptions are provided for each revenue source and the resultant projected revenues for the new Forecast period. The revenue assumptions provided are informed by the County Tax Assessor, the Town's sales tax consultant, and direct communication with the Town's hospitality industry. In addition, alternative forecast scenarios for these four revenue streams are discussed in the forecast report. Please see Exhibit C to Attachment 2 for a description of all revenue categories with a comprehensive listing of revenue forecast assumptions.

Forecasts of future operating expenditures consider two key factors: cost escalation and new operating expenditures. New operating expenditures refer to costs created by new or enhanced service programs approved during the annual budget process. Cost escalation refers to largely unavoidable increases in the cost of doing business. It includes inflation, multi-year contract costs, health care costs, and unfunded State mandates. Cost escalation also includes other unavoidable cost increases to a government organization, such as a rise in wages consistent with collective bargaining agreements and annual pension payments mandated by CalPERS. The expenditure assumptions are contained in Exhibit D to Attachment 2.

The base case Five-Year Forecast (FY2025-26 – 2029-30) (Exhibit B to Attachment 2) identifies deficits for all future years, using already negotiated salary cost increases (FY 2025-26 and FY 2026-27) and 2% salary increase assumption (beyond FY 2027-28), 4.6% vacancy saving factor and other assumptions (see Exhibits C and D for Attachment 2). The projected deficits start at

SUBJECT: Mid-Year Budget Performance Report and Five Year Forecast

\$5.6M in FY 2025-26 and can be mitigated in the short term by expenditure controls and using one-time funds. Revenue projections are not keeping pace with rising costs. Future discussions of revenue capacity to match expenditures and service levels will need to occur to address increasing pressure on Town finances.

Refer to Attachment 2 for additional details.

COORDINATION:

All Town Departments participated in the data collection and analysis that informed the preparation of the Mid-Year Report, proposed budget adjustments, and forecast development.

CONCLUSION AND NEXT STEPS:

Staff is continuing to monitor all revenues and expenditures during the preparation of the Proposed Operating and Capital Budgets for FY 2025-26. Should any additional budget adjustments be necessary to balance operating revenue and expenditures prior to the FY 2024-25 close, Council would be asked to consider appropriate actions.

The preparation of the FY 2025-26 Operating and Capital Budgets is taking into account the Town's current economic reality and long term fiscal picture, as well as maintaining the Town's high level of municipal services. Key budget principles include:

- Develop and recommend a balanced budget that maintains service levels;
- Address projected deficits;
- Continue to make progress on Strategic Priorities identified by the Town Council; and
- Identify opportunities to maintain or enhance service delivery through new revenue sources and technology.

The Draft FY 2025-26 Operating and Capital Budgets will be available on April 22, 2025 with the Council's budget hearing tentatively scheduled for May 21, 2025.

Staff recommends that the Town Council approve the proposed revenue and expenditure budget adjustments, as described in Attachment 1. Staff also looks forward to answering the Town Council's questions.

ENVIRONMENTAL ASSESSMENT:

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

SUBJECT: Mid-Year Budget Performance Report and Five Year Forecast

Attachments:

1. Mid-Year Budget Report - July 1 - December 31, 2024
2. FY 2025-26 – FY-2029 – 30 Forecast

Exhibits to Attachment 2:

- A. Annual Budget Process
- B. Base Case Five-Year Forecast
- C. Forecast Revenue Assumptions
- D. Forecast Expense Assumptions

**TOWN OF LOS GATOS
MID-YEAR BUDGET REPORT
JULY 1 - DECEMBER 31, 2024**



February 6, 2025

**FINANCIAL OVERVIEW AND EXECUTIVE SUMMARY: STATUS OF FY 2024-25
ADOPTED BUDGET**

The purposes of the Mid-Year Report are to provide the Town Council with a status of the Adopted Fiscal Year (FY) 2024-25 Operating Budget after the first six months and to make any adjustments to ensure the continuity of municipal services and operations for the remainder of the fiscal year. The Report is one of several periodic updates to the Town Council on the status of the current year's revenues and expenditures and the projected financial condition of all Town funds compared with the Adopted Operating Budget. The updates typically focus on the Town's General Fund.

In February 2024, the Town Council established the 2024-26 Strategic Priorities. The Council's Core Goals of Quality Public Infrastructure, Public Safety, Good Governance, Fiscal Stability, Community Character, and Civic Enrichment together with its Strategic Priorities guide the preparation of both the Capital and Operating Budgets. Several Strategic Priorities are not one-time projects, but rather are ongoing commitments due to their critical significance to ensure the Town's fiscal and infrastructure stability and the safety and quality of life for Los Gatos residents, businesses, and visitors. These commitments include continuing to address the Town's fiscal challenges, implementing the Comprehensive Parking Study, and fostering emergency preparedness and community wildfire resilience. Other Strategic Priorities will position the Town for the future. Such Priorities include continuing to enhance economic and community vitality, focusing on traffic safety for all users and investing in key wildfire mitigation. Town Council will review its strategic priorities at its February 11, 2025 Special Meeting.

Staff has started budget development work for the next fiscal year, including updating the Five-Year Financial Forecast, identifying critical Town needs, contractual obligations, unfunded mandates, potential adjustments to the Fee and Fine Schedule, and other analyses. Staff is actively engaged in the FY 2025-26 budget process with the primary focus of ensuring that the available Town resources are allocated to meet the priority service needs of the community. The Town Council is tentatively scheduled to hold a public hearing on the Proposed FY 2025-26 Budget on May 20, 2025.

During FY 2023-24, the General Fund had an excess of revenues over expenditures of \$4.0 million, excluding transfers. Transfers out exceeded transfers in by \$3.2 million. The principal purpose of the Town's interfund transfers were contributions toward capital projects (\$3.1 million) and general liability (\$0.43 million). The General Fund Balance increased by \$1.5 million to \$31 million at the close at the prior fiscal year.

For Fiscal Year 2024-25, the budget was balanced by incorporating a 4.6% vacancy factor along with an additional use of \$0.6 million in reserve funds. Furthermore, through December 31, 2025, the Council has pre-authorized an extra \$1.7 million in reserve funds to cover salaries, benefits (for both represented and non-represented employees), and other Town needs. Current year-end projections show an anticipated surplus of \$0.8 million when combining operating revenues and planned reserve usage against expenditures and reserve allocations. In total, \$3.6 million in reserve funds will be used—\$1.1 million will be transferred to capital projects, and \$2.3 million will provide one-time support for ongoing operating expenditures.

In addition, departments are requesting \$662,078 General Fund revenue budget adjustments and \$1,065,724 expenditure budget adjustments result in a total deficit of \$403,646. As discussed in greater detail later in this Report, the primary drivers of the projected deficit are the decreased revenue projection for property tax, sales tax, and franchise fee combined with increases in retiree health care expenditures, legal services, insurance premiums, and various contractually obligated services.

As mentioned earlier, the Town Council balanced the budget with a 4.6% vacancy factor. Staff continues to monitor each Department's budget because while overall Townwide General Fund savings are predicted due to vacancies, the individual Departments' current personnel expenditure budgets may not be sufficient for the remainder of the year. Staff will recommend the necessary expenditure budget adjustments as needed.

Providing services to the community in this and future fiscal years will require a strong revenue performance of the Town's economically sensitive revenues to offset continued projected cost increases. The FY 2025-26 budget development process will endeavor to maintain essential public services while controlling operational costs in light of the five-year fiscal forecast, which predicts operating revenue shortfalls in subsequent fiscal years with certain assumptions.

CONTENT OVERVIEW

The remainder of this Report focuses on the General Fund and provides analyses of key revenues and expenditures, including historical data by Town Department/Service Area. The next section contains descriptions of recommended revenue and expenditure budget adjustments. The Report also includes financial summaries of other funds as well as a table of General Fund Operating Revenues Versus Operating Expenditures through the second quarter of FY 2024-25, which includes comparison information from the prior year.

GENERAL FUND FINANCIAL SUMMARIES AND ESTIMATES

The following table is the *Schedule of General Fund Operating Revenues Versus Operating Expenditures* for the second quarter of FY 2024-25 which includes comparison information from the prior year.

The FY 2024-25 Adopted Budget represents the original adopted budget.

The FY 2024-25 Adjusted Budget as of 12/31/2024 column includes the adopted budget and items that the Council approved during the first two quarters of the fiscal year, such as additional funding for salaries and benefits, janitorial services, road closures related to special events, and miscellaneous carryover grants from the prior fiscal year.

The FY 2024-25 Estimated column contains projections of final balances for the current fiscal year based upon staff analysis, the early trends observed through the second quarter in sales tax and property tax projections, and the proposed mid-year adjustments as listed in this report. The FY 2024-25 Estimated figures also include an analysis of potential salary and other expenditure savings; however, budget adjustments are only recommended as identified in this Report.

Staff continues to fine-tune the detailed analysis of the FY 2024-25 year-end estimated revenue and expenditure numbers, and an update will be provided with the presentation of the Proposed Fiscal Year 2025-26 Operating Budget.

The table on the next page provides details of the General Fund Revenues, Reserve Use, total Expenditures, and Reserve Allocations.

S&B

GENERAL FUND

SUMMARY OF REVENUES AND EXPENDITURES

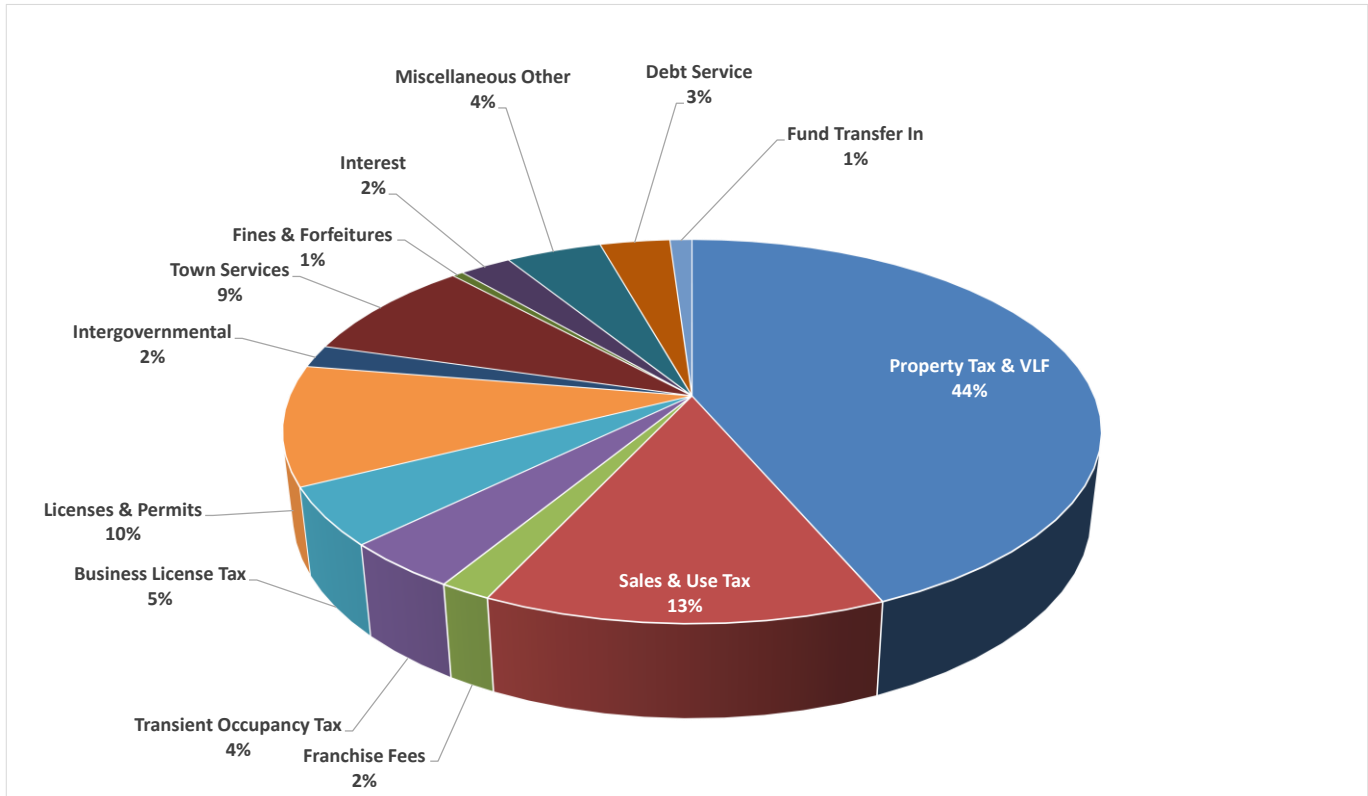
	FY 2023-24 Actuals	FY 2023-24 Q2	2Q % of FY 2023-24 Actuals	2Q % of FY 2024-25 Adjusted Budget as of 12/31/2024	FY 2024-25 Q2	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget as of 12/31/2024	FY 2024-25 Year End Estimates Including Proposed Mid-Year Adjustments
Revenues								
Property Tax	\$ 19,321,147	\$ 6,446,869	33.4%	33.1%	\$ 6,687,895	\$ 20,225,761	\$ 20,225,761	\$ 19,993,070
VLFF Backfill Property Tax	4,906,019	-	0.0%	0.0%	-	4,978,930	4,978,930	5,109,000
Sales & Use Tax	6,795,037	2,250,056	33.1%	31.6%	2,082,120	6,597,351	6,597,351	6,418,412
Measure G Sales & Use Tax	1,276,698	415,004	32.5%	33.3%	428,741	1,288,166	1,288,166	1,243,852
Franchise Fees	2,547,012	1,079,717	42.4%	10.9%	113,842	1,041,330	1,041,330	1,013,330
Transient Occupancy Tax	2,367,653	819,683	34.6%	40.4%	941,711	2,332,419	2,332,419	2,332,419
Business License Tax	1,519,960	352,611	23.2%	6.3%	153,569	2,421,000	2,421,000	2,839,985
Licenses & Permits	3,993,247	1,777,085	44.5%	50.4%	2,940,729	5,867,564	5,832,140	5,789,497
Intergovernmental	1,157,225	735,280	63.5%	67.4%	796,630	1,015,439	1,182,351	1,096,157
Town Services	5,913,520	3,934,979	66.5%	92.9%	4,371,480	4,665,260	4,705,658	4,996,598
Fines & Forfeitures	480,634	226,280	47.1%	59.6%	187,733	315,200	315,200	330,800
Interest	986,489	1,809,893	183.5%	12.5%	220,695	1,764,425	1,764,425	1,427,333
GASB 31 to Market	1,712,246	-	0.0%	-	-	-	-	-
Use of Property	34,722	-	0.0%	-	-	-	-	-
Miscellaneous Other	516,081	828,976	160.6%	24.0%	521,056	1,693,904	2,170,057	2,640,919
Park Construction Tax	5,520	-	-	-	1,770	7,000	7,000	7,000
Subscription	706,713	-	-	-	-	-	-	-
Debt Service - Entry Eliminated for ACFR	1,894,550	-	0.0%	0.0%	-	1,902,300	1,902,300	1,902,300
Unrestricted Fund Tracking - Entry Eliminated for ACFR	458,000	-	-	-	-	-	-	-
Pension Trust Income - Entry Eliminated for ACFR	690,000	-	-	-	-	-	-	-
Measure G for Operations - Entry Eliminated for ACFR	620,044	-	-	-	-	-	-	-
Proceeds for Sales of Assets	223	-	0.0%	-	-	-	-	-
Fund Transfer In	564,910	114,499	20.3%	0.0%	-	562,411	562,411	562,411
Total Revenues & Transfers In	\$ 58,467,650	\$ 20,790,932	36%	34%	\$ 19,447,971	\$ 56,678,460	\$ 57,326,499	\$ 57,703,083
Use of Other Funding Sources:								
Use of Reserves - Capital/Special Projects - Capital	\$ 1,615,000	\$ -	-	-	\$ -	\$ 1,110,000	\$ 1,110,000	\$ 1,110,000
Use of Reserves - Capital/Special Projects - other	-	-	-	-	-	33,000	1,683,569	1,683,569
Use of Reserves - Pension/OPEB	300,000	-	-	-	-	-	-	300,000
Use of Reserves - Accumulated Measure G	-	-	-	-	-	568,051	568,051	568,051
Use of Reserves - ERAF Risk Reserve	-	-	-	-	-	-	-	-
Use of Reserves - Carry Forward Encumbrances	-	-	-	-	-	-	85,861	-
Council Priorities - Economic Recovery	1,535,930	-	-	-	-	11,333	-	-
Total Other Funding Sources	\$ 3,450,930	\$ -	0%	0%	\$ -	\$ 1,722,384	\$ 3,447,481	\$ 3,661,620
Total Revenues and Use of Reserves	\$ 61,918,580	\$ 20,790,932	34%	32%	\$ 19,447,971	\$ 58,400,844	\$ 60,773,980	\$ 61,364,703
Expenditures								
Town Council	\$ 196,366	\$ 98,255	50.0%	49.6%	104,604	\$ 206,236	\$ 210,994	\$ 219,937
Attorney	751,616	336,063	44.7%	40.8%	398,950	943,589	978,732	1,071,653
Administrative Services	5,877,880	3,144,181	53.5%	46.1%	3,163,903	6,397,312	6,861,627	6,739,059
Non- Departmental	2,747,161	2,759,556	100.5%	31.1%	1,617,207	5,118,380	5,203,999	5,453,907
Community Development	5,246,730	2,559,684	48.8%	42.7%	2,632,401	5,577,309	6,161,824	6,491,635
Police	20,718,777	9,732,572	47.0%	44.8%	10,268,293	22,021,478	22,895,849	21,300,796
Parks & Public Works	9,789,656	4,589,535	46.9%	46.2%	4,927,283	10,394,394	10,653,984	11,127,851
Library	3,253,386	1,669,629	51.3%	49.7%	1,719,732	3,398,712	3,458,657	3,542,183
Capital Outlay	708,302	-	-	-	-	-	-	-
Principal	225,370	-	-	-	39,008	156,034	156,034	156,034
Interest and Fees	3,716	-	-	-	-	-	-	-
Total Department Expenditures	\$ 49,518,960	\$ 24,889,475	50%	44%	\$ 24,832,373	\$ 54,213,444	\$ 56,581,700	\$ 56,103,055
Debt Service - Entry Eliminated for ACFR	\$ 1,894,550	\$ -	0.0%	0.0%	\$ -	\$ 1,902,300	\$ 1,902,300	\$ 1,902,300
Unrestricted Fund Tracking - Entry Eliminated for ACFR	458,000	-	-	-	-	-	-	-
Transfer to Pension Trust Fund - Entry Eliminated for ACFR	690,000	-	-	-	-	-	-	-
Measure G Transfer - Entry Eliminated for ACFR	620,044	-	-	-	-	-	-	-
Transfers Out	3,752,325	-	0.0%	0.0%	-	1,110,000	1,110,000	1,110,000
Total Additional Non-Departmental Expenditures	\$ 7,414,919	\$ -	0%	0%	\$ -	\$ 3,012,300	\$ 3,012,300	\$ 3,012,300
Total Operating Expenditures	\$ 56,933,879	\$ 24,889,475	44%	42%	\$ 24,832,373	\$ 57,225,744	\$ 59,594,000	\$ 59,115,355
Allocate to Budget Stabilization/Catastrophic Reserve	-	-	-	-	-	-	-	-
Allocate to Market Fluctuation	1,712,246	-	-	-	-	-	-	-
Allocate to ERAF Risk Reserve	740,446	-	-	-	-	785,100	785,100	785,100
Allocate to Carryover Encumbrances	48,163	-	-	-	-	-	-	-
Allocate to Pension/OPEB Reserve	300,000	-	-	-	-	-	-	-
Allocate to Restricted Pension Trust	690,000	-	-	-	-	390,000	390,000	690,000
Excess (Deficiency) of Revenues Over Expenditures after Reserve Allocation	\$ 1,493,846	** \$ (4,098,543)	*	*	\$ (5,384,402)	\$ -	\$ 4,880	\$ 774,248

*FY 2023-24 and FY 2024-25 2Q Net Operating Revenues are negative because some revenues budgeted for the entire fiscal year are received in the third or fourth quarters and fund expended in the first or second quarters.

** This schedule includes fund balance uses. Total Revenues and Transfers In (\$58,467,650) minus Total Operating Expenditures (\$56,933,879) equals \$1,533,770 with rounding.

GENERAL FUND - KEY REVENUE ANALYSIS FY 2024-25

The following information provides a recap of the General Fund budgeted significant revenue sources, including estimated year end collection as of the second quarter ending December 31, 2024. Staff is monitoring developments in each major revenue source closely for potential adjustments to budgeted revenues as recommended in this Report.



Property Tax and Motor Vehicle in Lieu Fee (VLF)

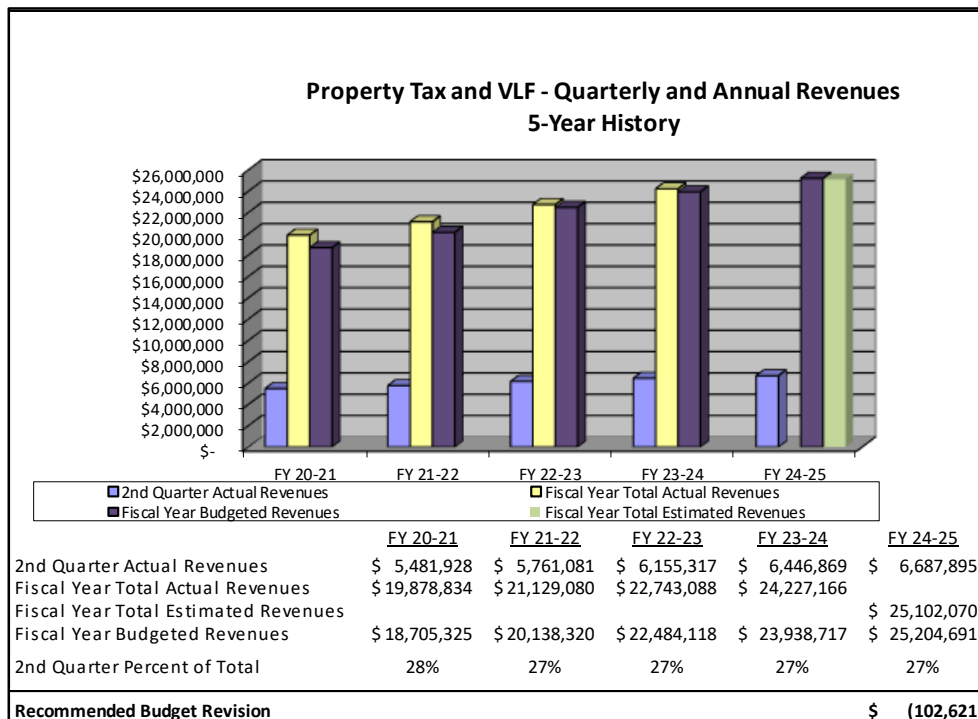
Property tax and VLF are the single largest revenue sources for the Town and comprise approximately 44.1% of total Town General Fund estimated revenues for FY 2024-25. Property tax is levied by the Santa Clara County Assessor’s Office at 1% of a property’s assessed value, of which the Town receives approximately 9.3 cents per dollar paid on property located within the municipal limits of Los Gatos. In compliance with Proposition 13, the assessed value of real property is based on the 1975/76 assessment roll value, adjusted by a 2% inflation factor annually thereafter. However, when property changes hands or new construction occurs, the property is then reassessed at its current market value.

The County of Santa Clara provides property tax collection updates and projections throughout the year. The current County estimate indicates \$102,621 decrease in estimated collection than the Adopted Budget. The decrease is a combined effect of lower-than-expected secured property tax estimates combined with the increase with the Motor Vehicle in Lieu (VLF) Property tax collection.

The Town has been monitoring ongoing developments regarding the distribution of excess ERAF funds. A portion of property tax revenue goes to the ERAF to support local school districts. When the amount contributed to ERAF is more than the minimum cost of funding local schools, excess funds have traditionally been returned to the counties, cities, and special districts. During the last couple of years, the Santa Clara County redistribution formula was contested by the State, and additional risk raised from State Controller’s audit findings for Marin County. The Town received the full amount since FY 2021-22; however, the Santa Clara County Assessor’s Office recommended reserving certain percentage based on the risk. According to the most recent (January 2025) communication from the Santa Clara State Controller Office the risk remains for the State Controller Office Audit findings that varies from 20% to 22% for the Town. Estimated at risk amounts and the Town Actual and Estimates ERAF Risk Reserves are presented below. The Town Estimated ERAF Risk Reserve is \$1,215,154 as of June 30, 2025. With the FY 2024-25 budget adoption Council action \$1,000,000 of the ERAF Risk Reserve was transferred to the Pension/OPEB Reserve. The total reserve amount of \$2,215,154 is still below the Town’s estimated risk amount of \$2,558,139, therefore, staff recommends continuing to reserve 30% of the anticipated FY 2024-25 ERAF proceeds.

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total \$
	Actual	Actual	Actual	Actual	Estimated	
Excess ERAF	\$ 2,043,321	\$ 2,371,984	\$ 2,298,692	\$ 2,534,820	\$ 2,617,000	
<i>According to Santa Clara County State Controller Office January 2025 Communication</i>						
State Controller Audit Finding Risk %	22%	22%	22%	22%	20%	
State Controller Audit Finding Risk (\$)	\$ 449,531	\$ 521,836	\$ 505,712	\$ 557,660	\$ 523,400	\$ 2,558,139
Town ERAF Risk Reserve as of 6/30/2024						\$ 1,430,054
Estimated Addition to the Reserve - 30% of the FY 2024-25 proceeds						\$ 785,100.00
Allocation of the ERAF Risk Reserve to Pension/OPEB Reserve per June 4, 2024 Council Action						\$ (1,000,000.00)
Town Estimates ERAF Risk Reserve as of 6/30/2025						\$ 1,215,154.00

Property tax distributions are largely received in the third and fourth quarters. Second quarter receipts are trending similar to those received during the second quarter of the previous fiscal year and are at 27% of budgeted totals. Based on current County projections, staff recommends a \$102,621 decrease in estimated General Property Tax and Motor Vehicle in Lieu Fee collections.



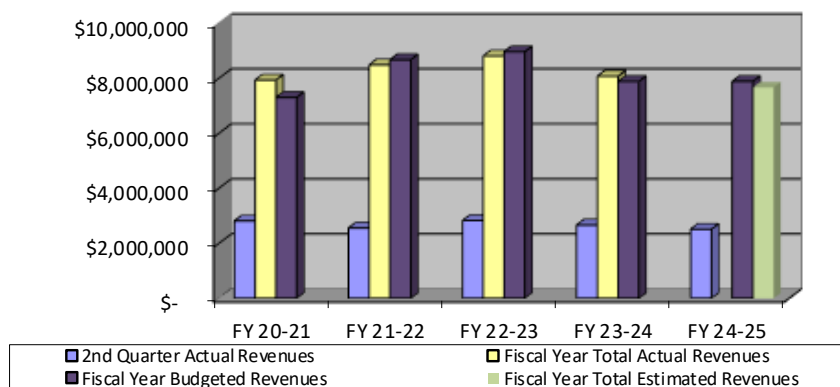
Sales Tax

Sales tax is the second largest revenue source for the Town’s General Fund, accounting for 13.5% of budgeted General Fund projected revenues for FY 2024-25. The Town currently receives 1.125 cents for every 9.125 cents of sales tax paid per dollar on retail sales and taxable services transacted within Los Gatos, including the Town of Los Gatos residents’ approved ballot Measure G in 2018 enacting a one-eighth cent (0.125%) district sales tax for 20 years.

Sales tax estimates are based on actual sales tax data and annual sales tax estimates for five years provided by the Town’s consultant, MuniServices. In addition to brick-and-mortar sales tax generation, the MuniServices estimates include several online sales tax projections. The 2018 Wayfair Decision resulted in e-commerce vendors utilizing the Amazon platform to collect sales tax based on destination; however, items shipped directly from Amazon fulfillment centers are collecting sales tax based on the point of distribution. Regular sales tax collected through online transactions are distributed through the Santa Clara County pool for which the Town receives a pro rata share of the sales tax generated in Santa Clara County for that particular quarter. The Town directly receives the one-eighth district tax portion of the sales tax generated by the residents of Los Gatos. Current total sales tax estimates include \$6,418,412 (a \$178,939 decrease from the Adopted Budget) in proceeds from regular sales tax and \$1,243,852 (a \$44,314 decrease) in proceeds from the Measure G one-eighth cent district tax. Actual receipts net of administrative fees collected by the State will be confirmed at the close of the fiscal year and per prior Council direction, the Measure G funds are allocated at 50% for capital improvement projects and 50% for operating expenses.

While FY 2024-25 second quarter receipts are trending lower than in the same period last fiscal year, staff recommends a \$223,253 budget decrease to reflect the MuniServices current estimates.

**Sales Tax & Measure G Tax - Quarterly and Annual Revenues
5-Year History**



	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
2nd Quarter Actual Revenues	\$ 2,813,652	\$ 2,556,341	\$ 2,825,421	\$ 2,665,060	\$ 2,510,861
Fiscal Year Total Actual Revenues	\$ 7,933,604	\$ 8,483,673	\$ 8,806,477	\$ 8,071,735	
Fiscal Year Total Estimated Revenues					\$ 7,662,264
Fiscal Year Budgeted Revenues	\$ 7,301,869	\$ 8,671,606	\$ 8,959,134	\$ 7,881,069	\$ 7,885,517
2nd Quarter Percent of Total	35%	30%	32%	33%	32%
Recommended Budget Revision					\$ (223,253)

Franchise Fees

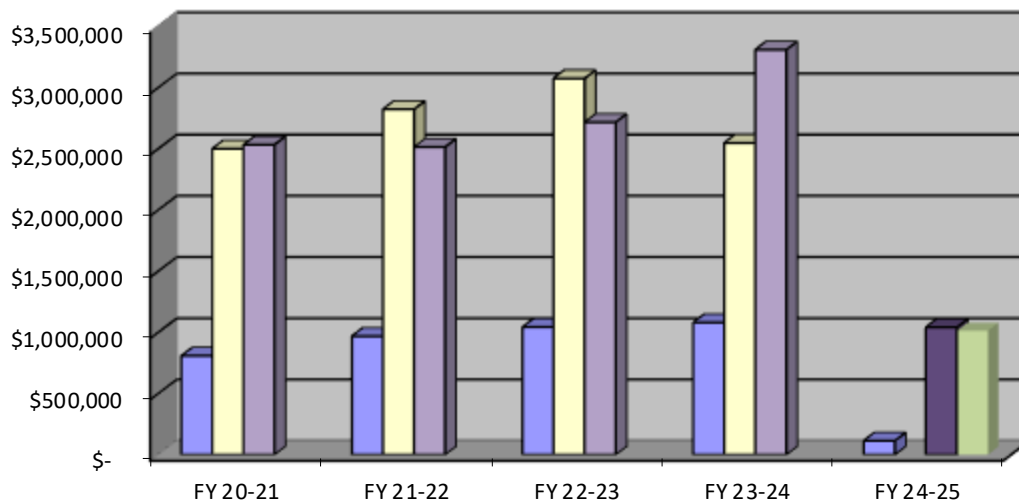
Franchise fees are collected by the Town for the privilege of operating a utility service within Los Gatos, and as a fee in lieu of a business license tax. Franchise fees are currently received from Comcast for cable television, PG&E for gas and electric services, and AT&T and Comcast for video services. Franchise fees represent 1.1% of projected General Fund revenues in FY 2024-25.

Historically, franchise payments are not remitted equally throughout the fiscal year; therefore, second quarter receipts are not necessarily predictive of future receipts. Total franchise fee revenues are trending higher than those of the second quarter in FY 2024-25.

The Town has a seat on the Board of the West Valley Solid Waste Management Authority (WVSWMA), a Joint Powers Authority (JPA) that manages the solid waste contracts. The JPA recently conducted a Franchise Fee Valuation Study. Based on the study, the new agreement reclassified the Franchise Fee Payment to Encroachment Permit since the collection vehicles utilize Town streets with the FY 2024-25 Adopted Budget. While collections are estimated to stay at prior year levels, the revenue shifted from Franchise Fees to Licenses and Permits.

Comcast franchise fees trending lower than budgeted since streaming services are gaining popularity compared to broadcasting services. Staff is recommending a \$28,000 budget decrease in this category.

**Franchise Fees - Quarterly and Annual Revenues
5-Year History**



■ 2nd Quarter Actual Revenues	■ Fiscal Year Total Actual Revenues
■ Fiscal Year Budgeted Revenues	■ Fiscal Year Total Estimated Revenues

	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
2nd Quarter Actual Revenues	\$ 807,833	\$ 968,181	\$ 1,044,055	\$ 1,079,717	\$ 113,842
Fiscal Year Total Actual Revenues	\$ 2,499,463	\$ 2,822,515	\$ 3,074,624	\$ 2,547,011	
Fiscal Year Total Estimated Revenues					\$ 1,013,330
Fiscal Year Budgeted Revenues	\$ 2,532,289	\$ 2,514,020	\$ 2,716,470	\$ 3,308,703	\$ 1,041,330
2nd Quarter Revenue Percent of Total	32%	34%	34%	42%	11%

Recommended Budget Revision **\$ (28,000)**

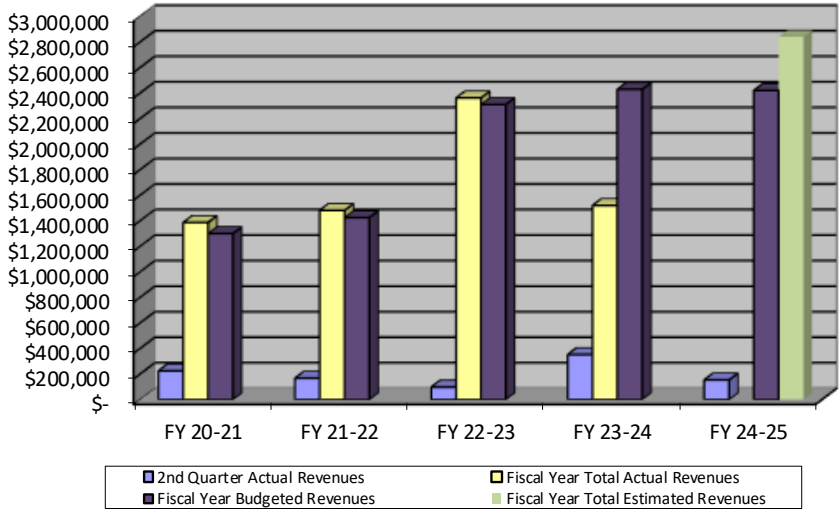
Business License Tax

The Town requires all businesses located within Los Gatos and/or those that operate within Los Gatos to obtain a business license. The amount of business license tax paid by each business is based on its business activity. In November 2022, Los Gatos voters approved Measure J, which modernized the Town’s business license tax program. This was the first update to the program since 1991, strengthening funding for core Town services that are enjoyed by Town businesses. Measure J included a 30% increase on flat rate fees, a 40% increase in retailing gross receipts, and a 120% increase in e-commerce, manufacturing, wholesaling, and jobbing gross receipts. Fees for activities such as wholesale sales and manufacturing are charged on a sliding scale based on gross receipts, as is retail, with retail being capped at \$1,365. These gross receipt activities account for approximately 25% of annual business licenses, while the remaining 75% are flat fee businesses. Annual renewal payments are due on January 2 of each year. Payments for new flat-fee-based businesses are prorated by quarter.

The Town is partnering with HdL Companies (HdL) to provide dedicated business license support to Los Gatos businesses. The Town’s business license application and renewal process is now streamlined by offering online business license applications and renewals. FY 2025-26 collection is forecasted at 2.4 million in line with the FY 2022-23 actual collections.

Staff anticipates collecting the majority of the business license revenue during the third quarter. Business license tax revenue projections provided by HdL are trending higher than the adopted budget due to the timing of the actual business license tax received across fiscal years. Staff is recommending a \$418,985 increase to this revenue source.

**Business License Tax - Quarterly and Annual Revenues
5-Year History**



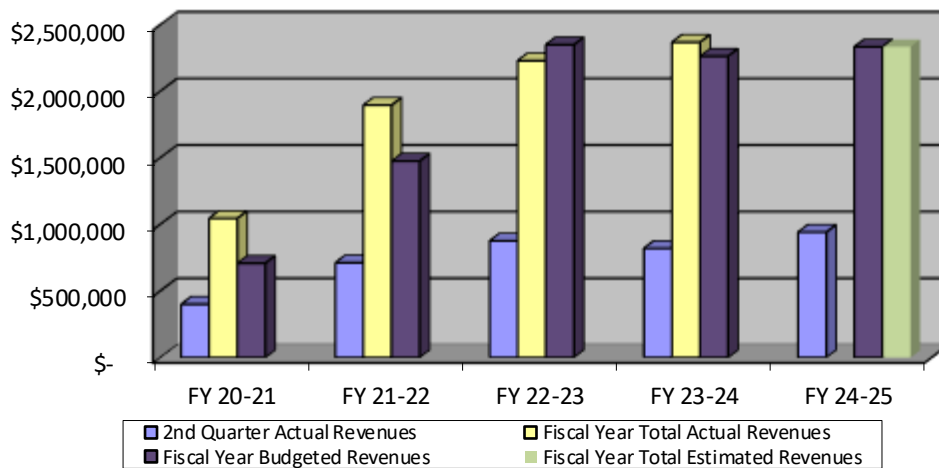
	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
2nd Quarter Actual Revenues	\$ 224,388	\$ 167,942	\$ 97,974	\$ 352,611	\$ 153,569
Fiscal Year Total Actual Revenues	\$ 1,386,943	\$ 1,481,667	\$ 2,361,862	\$ 1,519,960	
Fiscal Year Total Estimated Revenues					\$ 2,839,985
Fiscal Year Budgeted Revenues	\$ 1,300,000	\$ 1,425,000	\$ 2,310,110	\$ 2,429,419	\$ 2,421,000
2nd Quarter Revenue Percent of Total	16%	11%	4%	23%	5%
Recommended Budget Revision					\$ 418,985

Transient Occupancy Tax

TOT is an important revenue source for the Town and comprises approximately 4% of the total Town's estimated revenues in the amount of \$2.3 million for FY 2024-25. The Town levies a 12% transient occupancy tax (TOT) on all hotel and motel rooms within the municipal limits of Los Gatos. The 12% rate has been in effect since January 1, 2017, after the voters approved a ballot measure to increase the TOT from 10% to 12% during the November 8, 2016 election.

During the pandemic, TOT experienced the most significant percentage decline relative to historically adopted budgets. Due to a significant rebound in leisure “staycation” travel and modest improvements in business travel, TOT collections are trending slightly higher than the prior year due to the variance in timing of the payment received. Overall revenue collection is trending with budget; staff does not recommend a change to this category this time.

**TOT - Quarterly and Annual Revenues
5-Year History**



	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
2nd Quarter Actual Revenues	\$ 399,620	\$ 711,861	\$ 875,715	\$ 819,683	\$ 941,711
Fiscal Year Total Actual Revenues	\$ 1,044,820	\$ 1,895,064	\$ 2,228,190	\$ 2,367,653	
Fiscal Year Total Estimated Revenues					\$ 2,332,419
Fiscal Year Budgeted Revenues	\$ 707,723	\$ 1,475,000	\$ 2,348,547	\$ 2,262,528	\$ 2,332,419
2nd Quarter Revenue Percent of Total	38%	38%	39%	35%	40%
Recommended Budget Revision					\$ 0

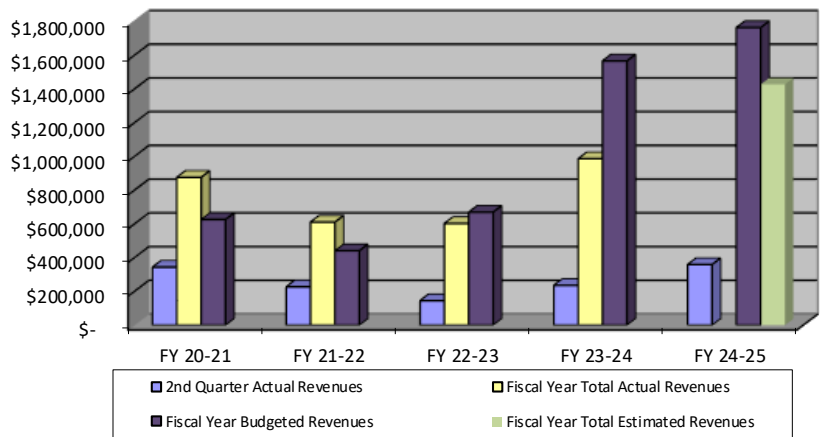
Interest Income

The Town earns interest income by investing monies not immediately required for daily operations in a number of fixed income and money market instruments. These investments are made within the parameters stated in the Town Council’s Investment Policy and State regulation. The Town’s investment goal is to achieve a competitive rate of return while maintaining sufficient liquidity and protecting the safety of its funds. Interest income revenue is primarily dependent on two factors: the cash balance in the Town’s investment portfolio and the yield on those funds.

As of December 31, 2024, the Town’s weighted portfolio yield for investments under management was 4.44%, which was 1 basis point above the Local Agency Investment Fund (LAIF) yield of 4.43% for the same reporting period. Currently, the LAIF portfolio’s weighted average maturity (WAM) is 257 days versus the Town’s longer WAM of 677 days. The longer WAM for Town assets under management reflects the Town’s strategy to take advantage of higher yields associated with longer maturities 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 4.44% at the close of December was 1 basis point lower when compared to the prior month’s return of 4.45% reported as of November 30, 2024.

While interest is trending with budget, at the close of the prior fiscal year, the General Fund cash balance was approximately 60% of the total cash balance, 10% lower than prior year. The General Fund proportionate share of interest is decreasing, while other funds interest share is increasing with the same amount. Interest allocations are finalized upon the final close of the fiscal year based on the actual cash balances as of June 30, 2025. Staff is recommending \$337,092 revenue budget decrease in the General Fund interest collection.

**Interest - Quarterly and Annual Revenues
5-Year History**



	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
2nd Quarter Actual Revenues	\$ 343,813	\$ 227,164	\$ 145,003	\$ 235,922	\$ 358,969
Fiscal Year Total Actual Revenues	\$ 876,460	\$ 610,975	\$ 602,592	\$ 986,489	
Fiscal Year Total Estimated Revenues					\$ 1,427,333
Fiscal Year Budgeted Revenues	\$ 626,409	\$ 441,233	\$ 670,021	\$ 1,566,384	\$ 1,764,425
2nd Quarter Revenue Percent of Total	39%	37%	24%	24%	20%
Recommended Budget Revision					\$ (337,092)

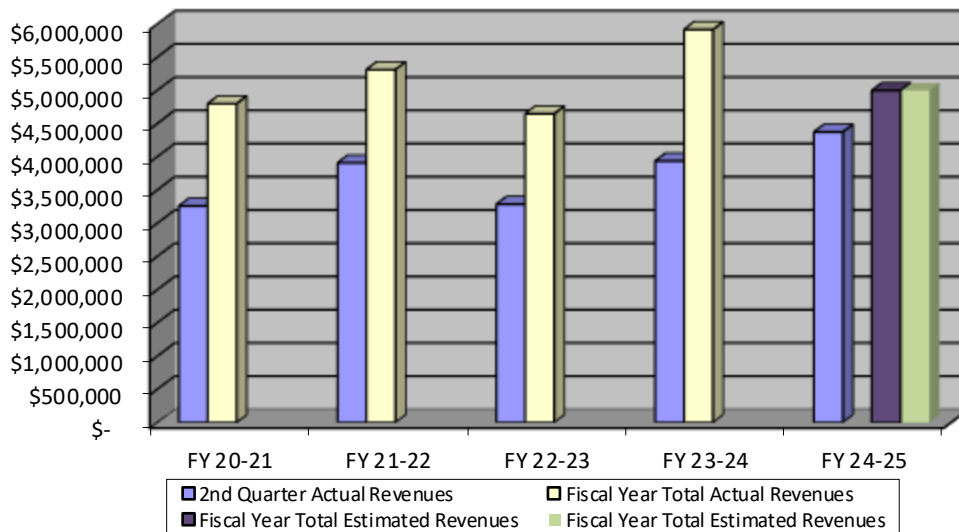
* GASB 31 Market Adjustment and GASB 87 Lease Interest are not Included

Charges for Services

Town Service revenues consist primarily of planning, building, inspections, and engineering fees assessed on local building and development activity. Development fees and charges are assessed based on cost recovery formulas, which reflect approximate costs of providing these regulatory services. This category includes charges for the School Resource Officer and crossing guard services.

Second quarter Town Service revenues, specifically Charges for Services, are trending higher than in the second quarter compared to the previous fiscal year. Typically, development fees are collected in advance for projects and recognized as revenue in the fiscal year the work is performed. Fiscal Year estimated revenues includes all revenue line items in this category. Staff recommends a \$59,275 budget increase in selected items to reflect increased activities in planning and engineering services as explained in the Budget Adjustment section of this Report.

**Charges for Services - Quarterly and Annual Revenues
5-Year History**



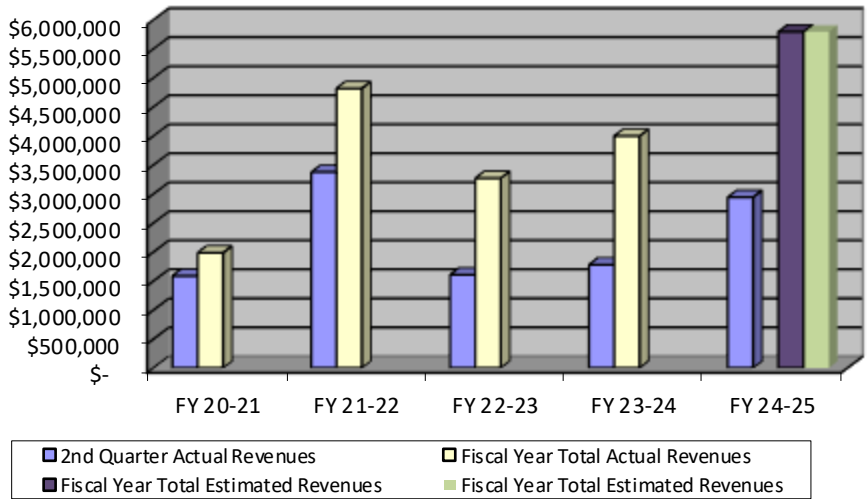
	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
2nd Quarter Actual Revenues	\$ 3,258,027	\$ 3,906,577	\$ 3,284,766	\$ 3,934,979	\$ 4,371,480
Fiscal Year Total Actual Revenues	\$ 4,797,770	\$ 5,310,271	\$ 4,646,705	\$ 5,913,520	
Fiscal Year Total Estimated Revenues					\$ 4,996,598
Fiscal Year Budgeted Revenues	\$ 4,038,119	\$ 4,249,239	\$ 5,540,465	\$ 4,715,797	\$ 4,705,658
2nd Quarter Revenue Percent of Total	68%	74%	71%	67%	87%
Recommended Budget Revision					\$ 59,275

Licenses and Permits

Licenses and Permits consist mainly of planning and building permit fees which are collected by the Town to offset administrative costs associated with evaluating development proposals to ensure compliance with codes and policies.

Second quarter License and Permit revenue is trending 50% of budgeted revenue. Fiscal Year estimated revenues includes all revenue line items in this category. Staff recommends a \$254,073 increase in selected items in this category as explained in the next section of this Report.

**Licenses & Permits - Quarterly and Annual Revenues
5-Year History**



	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
2nd Quarter Actual Revenues	\$ 1,584,098	\$ 3,373,287	\$ 1,602,633	\$ 1,777,085	\$ 2,940,729
Fiscal Year Total Actual Revenues	\$ 1,984,400	\$ 4,814,650	\$ 3,268,498	\$ 3,993,247	
Fiscal Year Total Estimated Revenues					\$ 5,789,497
Fiscal Year Budgeted Revenues	\$ 2,889,898	\$ 3,052,907	\$ 2,830,574	\$ 3,255,155	\$ 5,832,140
2nd Quarter Revenue Percent of Total	80%	70%	49%	45%	50%
Recommended Budget Revision					\$ 254,073

GENERAL FUND – EXPENDITURE ANALYSIS

For FY 2024-25, General Fund Operating expenditures (not including debt payments and transfers out) are programmed at \$56.6 million. The delivery of Town services is highly dependent on talent which comprises 68.5% of budgeted General Fund operating expenditures for FY 2024-25. During the fiscal year, the Town Council has approved several budget adjustments, which are tracked against the Adopted Budget. The net effect is an Adjusted Budget. General Fund expenditure totals are trending in accordance with the Adjusted Budget, with total operational expenditures at the end of the second quarter at or about 44% of the Adjusted Budget. With six months of data now available, staff expects that the individual Departments' current expenditure budgets may not be sufficient for the remainder of the year. If needed, staff will recommend the necessary expenditure budget adjustments which may require future Council action.

As with most municipalities, services are provided directly by employees to the Town's residents, businesses, and visitors. As a service delivery enterprise, the cost of salaries and benefits are a significant portion of the budget. As the table below illustrates, at mid-year, actual salaries are trending at 47% of budgeted salaries, overtime is trending 122% respectively to the adopted budget, while pension benefits and other benefits are trending at 46% and 43% respectively to the Adjusted Budget.

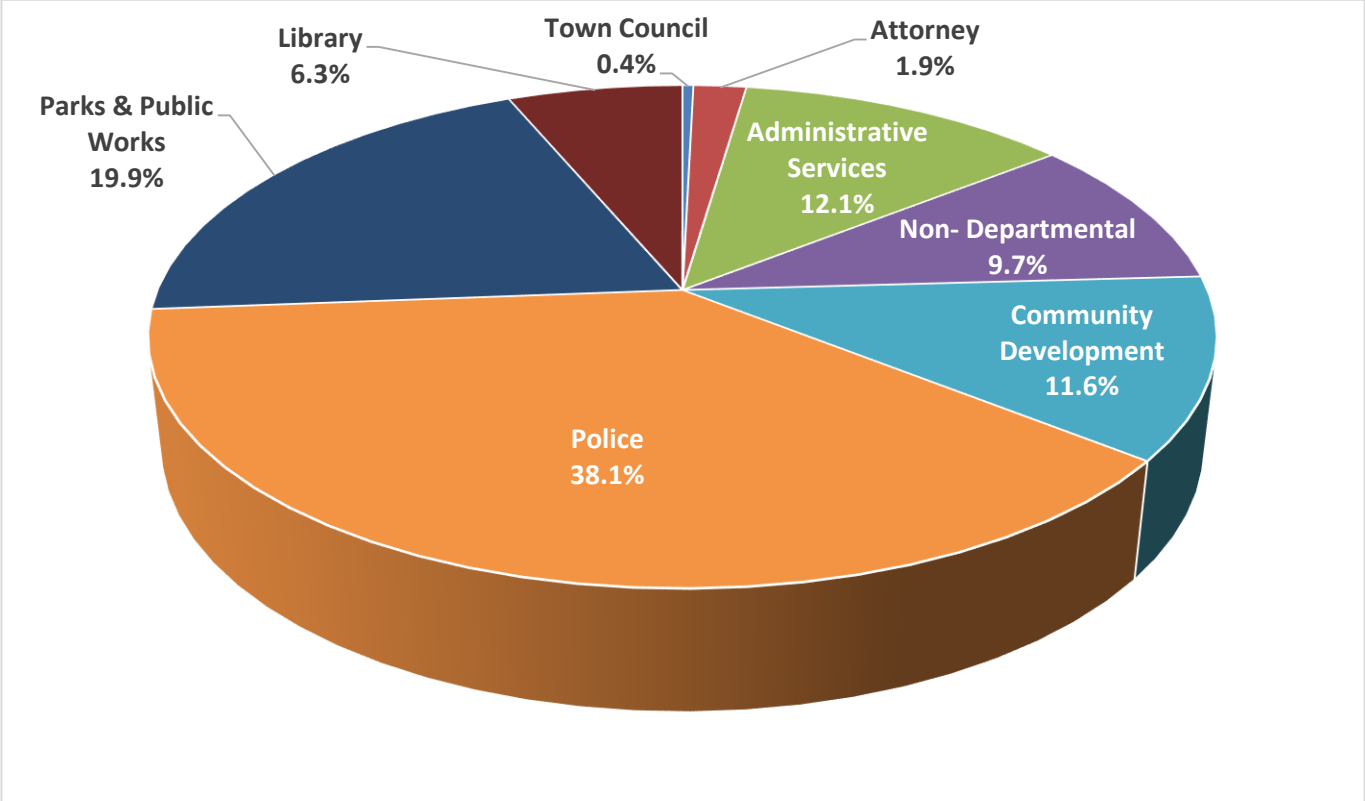
General Fund Salaries & Benefits							
	FY 2023-24 Actuals	FY 2023-24 2Q	2Q % of FY 2023-24 Actuals	2Q % of FY 2024-25 Adjusted Budget	FY 2024-25 2Q	FY 2024-25 Estimated	FY 2024-25 Adjusted Budget
Salaries	\$ 21,541,677	\$ 10,306,661	48%	47%	\$ 10,928,352	\$ 22,648,282	\$ 23,407,866
Overtime	\$ 1,322,849	\$ 546,899	41%	122%	\$ 728,999	\$ 1,498,641	\$ 599,171
Pension Benefits	\$ 7,431,198	\$ 3,652,570	49%	46%	\$ 4,051,720	\$ 8,271,829	\$ 8,786,402
Other Benefits	\$ 4,274,670	\$ 2,044,327	48%	43%	\$ 2,413,604	\$ 4,879,094	\$ 5,647,633
Total Salaries and Benefits	\$ 34,570,393	\$ 16,550,457	48%	47%	\$ 18,122,676	\$ 37,297,846	\$ 38,441,072

The FY 2024-25 budget was balanced including 4.6% vacancy factor, while Council directed that staff continue to hire for all vacant positions. The 4.6% salary savings represents approximately \$1.8 million projected savings. Current year end general Fund salaries and benefits expenditure estimates include about \$1.1 million salary savings compared to the adjusted budget that already includes the 4.6% vacancy factor. Fully staffed Departments are trending over budget due to the 4.6% vacancy factor that was built in. Staff will continue to monitor the Salaries and Benefits and request adjustment as needed to ensure that all programs remain within its allocated budget before Fiscal Year end.

FY 2023-24 presented the first year when the budget was balanced with the 4.6% vacancy factor. The final General Fund salaries and benefits budgets of \$35,611,692, include a negative \$1,670,530 original salary savings and a positive \$714,666 budget restoration for Departments that were fully staffed. In addition, the General Fund had \$1,041,299 salaries and benefits savings. While individual Departments had various savings, the Townwide General Fund salaries and benefits savings would translate to 5.5% if all positions are budgeted without vacancy savings factors. At this time, staff recommends to keep the 4.6% vacancy factor when building the FY 2025-26 proposed budget and reevaluate the most appropriate factor to use after having two full years of actual data available.

The pie chart below represents the Departmental proportion of the Town's General Fund estimated operating expenditures. The subsequent pages review program expenditures and any anticipated

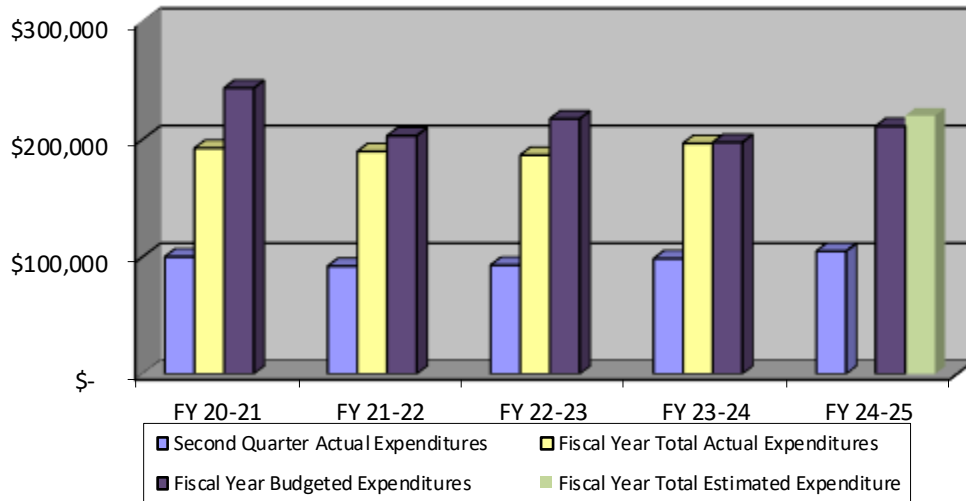
savings are provided for each program. Also provided are historical program costs, year over year (YOY) percentage changes in actual expenditures, and five-year average changes per the Finance Commission's suggestion. YOY percentage changes are, in many cases, impacted by the timing of one-time expenditures that occur during the fiscal year. Historical analysis has been provided in selected cases to provide explanations for some of the fluctuations between fiscal years. The FY 2024-25 estimated figures also include analysis on potential salary and other expenditure savings; however, budget adjustments are only recommended as identified in this Report.



Town Council

The Town Council is the elected legislative body that represents the residents and provides policy direction for the delivery of services and capital improvements for the Town of Los Gatos. Town Council expenditures are trending higher than the same quarter in the prior year. Total estimated expenditures are also trending higher than budget due to the fact that this Department is fully staffed. Staff will monitor this program and request a budget adjustment, if necessary, before Fiscal Year end.

**Town Council - Quarterly and Annual Expenditures
5-Year History**

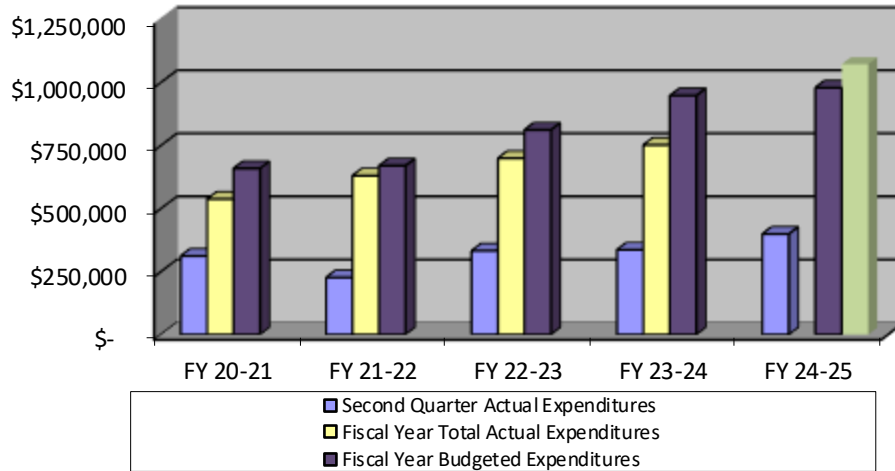


	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
Second Quarter Actual Expenditures	\$ 99,787	\$ 91,800	\$ 92,674	\$ 98,255	\$ 104,604
Fiscal Year Total Actual Expenditures	\$ 192,280	\$ 189,569	\$ 186,337	\$ 196,368	
Fiscal Year Total Estimated Expenditure					\$ 219,937
Fiscal Year Budgeted Expenditures	\$ 243,486	\$ 202,891	\$ 217,238	\$ 197,261	\$ 210,994
Second Quarter Percentage of Total	52%	48%	50%	50%	50%
Recommended Budget Revision					\$ -
YOY Percentage Changes	-6.62%	-1.41%	-1.70%	5.38%	12.00%
5-year Average Percentage Change					1.53%

Town Attorney

The Town Attorney is the legal advisor to the Town Council, Successor Agency to the former Redevelopment Agency, and Town staff. In this capacity, the office of the Town Attorney provides a wide range of legal services to ensure that Town actions and activities are legally sound. Town Attorney program expenditures are trending at 41% at the second quarter. Staff recommends a \$100,000 expenditure budget increase to provide additional legal support anticipated for the Department.

**Town Attorney - Quarterly and Annual Expenditures
5-Year History**



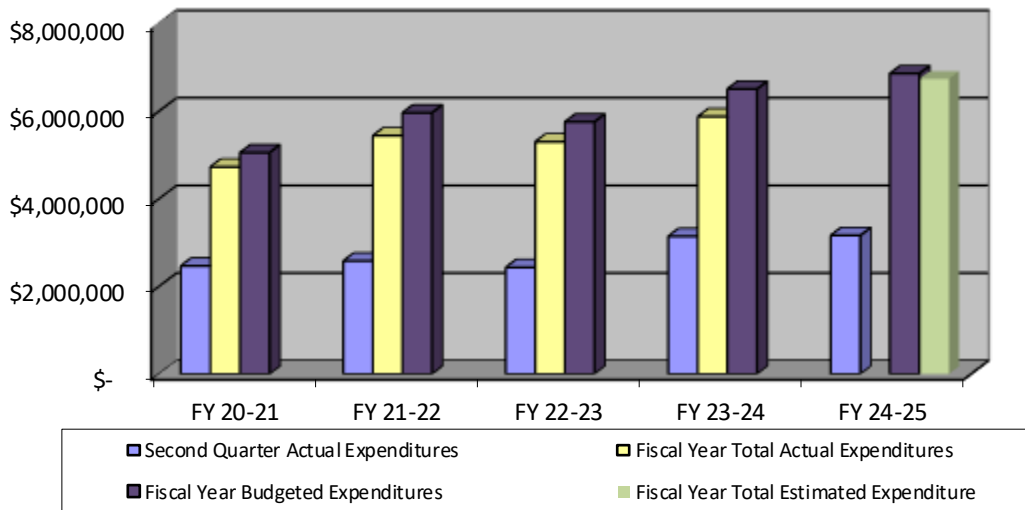
	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
Second Quarter Actual Expenditures	\$ 311,520	\$ 226,377	\$ 332,183	\$ 336,063	\$ 398,950
Fiscal Year Total Actual Expenditures	\$ 537,296	\$ 629,935	\$ 699,143	\$ 751,614	
Fiscal Year Total Estimated Expenditure					\$1,071,653
Fiscal Year Budgeted Expenditures	\$ 658,831	\$ 669,733	\$ 811,426	\$ 947,963	\$ 978,732
Second Quarter Percentage of Total	58%	36%	48%	45%	41%
Recommended Budget Revision					\$ 100,000

Administrative Services

The Town Manager provides overall management, administration, and direction for the entire Town organization, reporting to the full Town Council. Administrative Services incorporates five key programs: Town Manager’s Office, Clerk Department, Finance Department, Human Resources Department, and Information Technology.

Administrative Services program expenditures are trending at 46% at mid-year. Staff estimates approximately \$122,568 expenditure savings in this program. Savings are anticipated in mainly staff salaries and benefits, travel and training, and office supplies. Staff requests \$10,000 expenditure budget adjustment to Council unhoused initiatives to document prior Council direction.

**Administrative Services - Quarterly and Annual Expenditures
5-Year History**

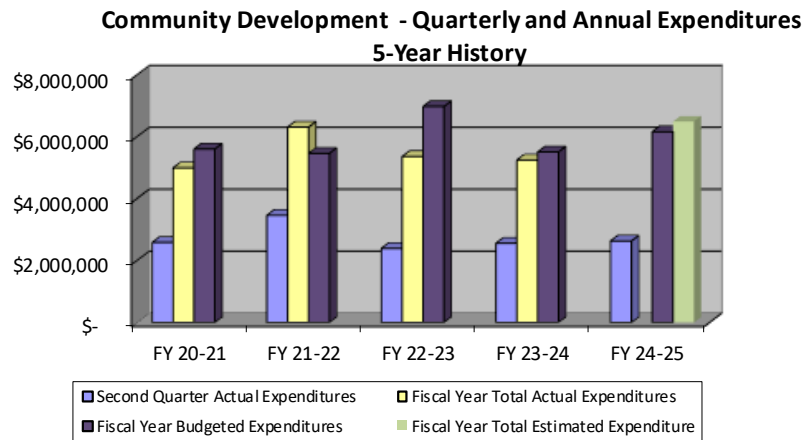


	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
Second Quarter Actual Expenditures	\$ 2,467,813	\$ 2,583,281	\$ 2,435,224	\$ 3,144,181	\$ 3,163,903
Fiscal Year Total Actual Expenditures	\$ 4,730,360	\$ 5,441,605	\$ 5,302,277	\$ 5,877,879	
Fiscal Year Total Estimated Expenditure					\$ 6,739,059
Fiscal Year Budgeted Expenditures	\$ 5,055,847	\$ 5,965,801	\$ 5,759,393	\$ 6,506,131	\$ 6,861,627
Second Quarter Percentage of Total	52%	47%	46%	53%	46%
Recommended Budget Revision					\$ 10,000
YOY Percentage Changes	16.88%	15.04%	-2.56%	10.86%	14.65%
5-year Average Percentage Change					10.97%

Community Development Services

The Community Development Department works with elected and appointed officials, other Departments, and the community to guide the physical growth, development, and preservation of the Town.

Community Development program expenditures are trending lower than the same quarter expenditures in the prior year due to current development activities in Building and Pass-Through programs. The Pass-Through program collects the required developer deposits for various review services. The Town provides those services through consultants and the consultants are paid out of the applicant’s account. At the close of a project, all remaining fees collected will be refunded to the applicant. Staff recommends expenditure budget adjustments for purchase and temporary maintenance of an affordable housing unit in the amount of \$345,367 that is offset with dedicated revenue. Staff also recommends an additional \$50,000 budget adjustment for contract planner services to assist with the current planning application workload that is offset with additional planning application fees. In addition, staff requests a \$40,000 budget decrease for contract building inspection services to reflect current building inspection activity. Staff will monitor this program and request an additional budget adjustment, if necessary, before Fiscal Year end.



	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
Second Quarter Actual Expenditures	\$ 2,589,502	\$ 3,460,301	\$ 2,394,537	\$ 2,559,684	\$ 2,632,401
Fiscal Year Total Actual Expenditures	\$ 4,994,391	\$ 6,313,505	\$ 5,365,410	\$ 5,246,729	
Fiscal Year Total Estimated Expenditure					\$ 6,491,635
Fiscal Year Budgeted Expenditures	\$ 5,605,215	\$ 5,461,716	\$ 6,978,617	\$ 5,509,853	\$ 6,161,824
Second Quarter Percentage of Total	52%	55%	45%	49%	43%
Recommended Budget Revision					\$ 355,367

YOY Percentage Changes	8.35%	26.41%	-15.02%	-2.21%	23.73%
5-year Average Percentage Change					8.25%

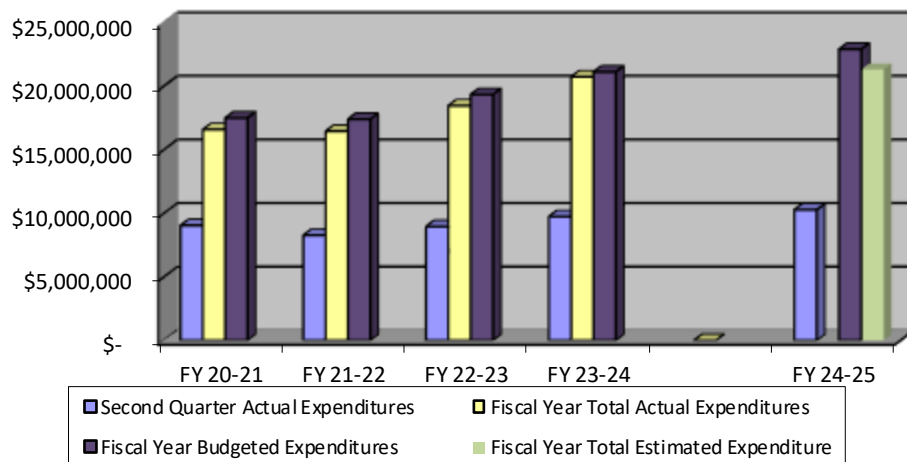
Community Development Department expenditures vary year to year based on the development activity and pass-through services.

Police Services

The Los Gatos-Monte Sereno Police Department provides Police services to the Town of Los Gatos and contractually to the City of Monte Sereno. The Department is committed to ensuring public safety with integrity, compassion, and professionalism, by providing exceptional law enforcement services, building community partnerships, and engaging the community in problem solving.

Staff is continuing to monitor Police service program revenues and expenditures. The Police Department dedicated additional resources for ongoing recruitments for open positions. Whenever feasible, open positions are filled with trainees, per diems, and temporary employees until positions are filled, which contributes to increased costs. Staff recommends \$72,130 expenditure budget decrease to match actual grant spending with grant receipts across the fiscal years. Total estimated expenditures are trending lower than budget due to partial vacancies across the Department. Staff is monitoring this program and may request additional budget adjustments, if necessary, before Fiscal Year end.

**Police - Quarterly and Annual Expenditures
5-Year History**



	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
Second Quarter Actual Expenditures	\$ 9,041,998	\$ 8,266,432	\$ 8,957,541	\$ 9,732,572	\$ 10,268,293
Fiscal Year Total Actual Expenditures	\$ 16,570,836	\$ 16,451,189	\$ 18,446,040	\$ 20,718,871 *	
Fiscal Year Total Estimated Expenditure					\$ 21,300,796
Fiscal Year Budgeted Expenditures	\$ 17,487,761	\$ 17,390,969	\$ 19,331,331	\$ 21,107,570	\$ 22,895,849
Second Quarter Percentage of Total	55%	50%	49%	47%	45%
Recommended Budget Revision					\$ (72,130)
YOY Percentage Changes	9.79%	-0.72%	12.13%	12.32%	2.81%
5-year Average Percentage Change					7.26%

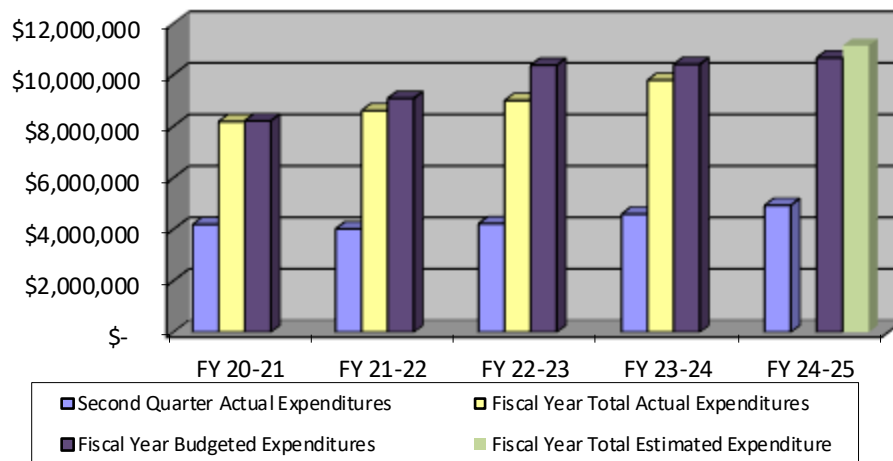
Parks and Public Works Services

The Parks and Public Works Department constructs and maintains the Town’s public parks, facilities, roadways, right-of-way, and other infrastructure. Six organizational units work in coordination to achieve the Department’s overarching goal of ensuring the Town’s facilities are safe, functional, and attractive.

The Parks and Public Works services program expenditures are trending similar to the prior year same quarter expenditures.

Total Estimated expenditures are trending higher than budget due to the fact that the Department is utilizing temporary per diem employees as needed to fill vacancies. Staff recommends an expenditure budget increase of \$139,673 mainly attributed to the additional contractual obligations toward waste management, legal, sidewalk steam cleaning, and street sweeping services. Staff will monitor this program and request an additional budget adjustment, if necessary, before Fiscal Year end.

**Parks and Public Works - Quarterly and Annual Expenditures
5-Year History**



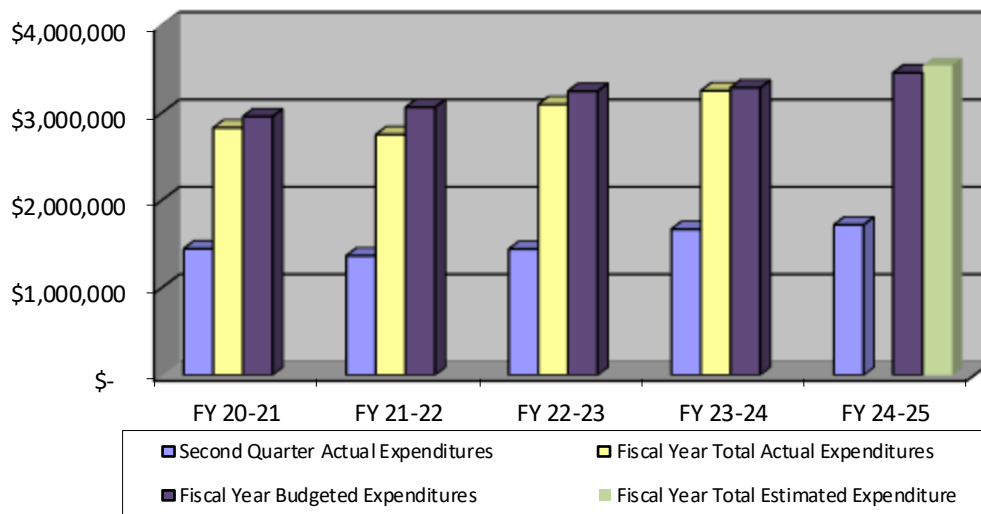
	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
Second Quarter Actual Expenditures	\$ 4,185,306	\$ 4,010,181	\$ 4,215,979	\$ 4,589,535	\$ 4,927,283
Fiscal Year Total Actual Expenditures	\$ 8,179,757	\$ 8,605,455	\$ 8,998,082	\$ 9,789,656	
Fiscal Year Total Estimated Expenditure					\$ 11,127,851
Fiscal Year Budgeted Expenditures	\$ 8,209,850	\$ 9,080,662	\$ 10,368,194	\$ 10,401,796	\$ 10,653,984
Second Quarter Percentage of Total	51%	47%	47%	47%	46%
Recommended Budget Revision					\$ 139,673
YOY Percentage Changes		2.57%	5.20%	4.56%	8.80%
5-year Average Percentage Change					6.96%

Library Services

The Los Gatos Library fosters curiosity and community connection and strives to be at the heart of an engaged and vibrant community.

Library services program expenditures are trending higher than prior year same quarter expenditures. Staff recommends a \$32,188 expenditure budget increase for general collection to match the actual grant receipt spending and other cost neutral temporary employee salary transfers between programs to better align the Department needs with the appropriate personnel. Total Estimated expenditures are also trending higher than budget due to the fact that this Department is fully staffed. Staff will monitor this program and request an additional budget adjustment, if necessary, before Fiscal Year end.

**Library - Quarterly and Annual Expenditures
5-Year History**



	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>
Second Quarter Actual Expenditures	\$ 1,445,899	\$ 1,365,415	\$ 1,442,417	\$ 1,669,629	\$ 1,719,732
Fiscal Year Total Actual Expenditures	\$ 2,828,873	\$ 2,752,401	\$ 3,096,485	\$ 3,253,389	
Fiscal Year Total Estimated Expenditure					\$ 3,542,183
Fiscal Year Budgeted Expenditures	\$ 2,957,531	\$ 3,062,708	\$ 3,247,731	\$ 3,285,841	\$ 3,458,657
Second Quarter Percentage of Total	51%	50%	47%	51%	50%
Recommended Budget Revision					\$ 32,188
YOY Percentage Changes	11.85%	-2.70%	12.50%	5.07%	8.88%
5-year Average Percentage Change					7.12%

FY 2024-25 RECOMMENDED BUDGET ADJUSTMENTS

Budget adjustments are recommended for the following revenues and expenditures at the second quarter as described below:

FY2024-25 MID-YEAR BUDGET ADJUSTMENT REQUESTS - GENERAL FUNDS				
Program	Account	General Fund Revenues		
1201	411**	Property Tax	\$ (232,691)	Based on Santa Clara County Property Tax Estimates February 2025
1201	41141	Motor Vehicle In Lieu Fee (VLF)	130,070	Based on Santa Clara County Property Tax Estimates February 2025
1201	41211	Sales & Use Tax	(178,939)	Based on MuniServices Most Likely January 2025 Sales Tax Estimates
1221	41214	Measure G - District Sales Tax	(44,314)	Based on MuniServices Most Likely January 2025 Sales Tax Estimates
1201	41611	Cable Franchise Fee	(28,000)	Based on Past Receipts and Current Trend
1201	42542	Waste Hauler Encroachment Fees	(68,927)	Based on current Agreement and Rate
1201	45952	Garbage Solid Waste Agreements	(86,404)	Based on current Agreement and Rate
1201	43341	State Mandated Cost Reimbursement	95,766	Funds Anticipated
1201	44514	City of San Jose Animal Services Reimbursement	(22,225)	Based on current Agreement
1201	48219	Unrestricted Fund Tracking - Made Available by ARPA Grant Receipt	(33,000)	Funds Expended Prior Fiscal Year
1232	45964	Pension Trust Contribution	300,000	Funds Anticipated from Available Reserves
2101	48219	Unrestricted Fund Tracking - Made Available by ARPA Grant Receipt	9,351	Funds Not Expended Prior Fiscal Year, almost Matching Expenditures
2301	45219	Interest to Other Funds	(337,092)	Funds partially Received
2301	41411	Business License Tax	418,958	Funds Anticipated
3201	42413	Planning Permits	300,000	Funds Anticipated
3201	42414	Council Appeal Fees	1,000	Funds Anticipated
3201	44214	Other Planning Fees	10,000	Funds Anticipated
3202	44412	Special Project	20,000	Funds Anticipated
3301	44415	Address Processing Fee	15,000	Funds Anticipated
3301	44422	Building Inspections	(40,000)	Funds are not Received, Matching Expenditures
3301	48427	Building Standards SB 1473 Reimbursement	1,500	Funds Anticipated
3401	45111	Code Compliance - Admin Citation	10,000	Funds Anticipated
3501	45921	Sale of Land/Property	344,388	Funds Received, Matching Expenditure
4202	43336	Prop 172 - Public Safety Sales Tax	(23,900)	Based on MuniServices Most Likely January 2025 Sales Tax Estimates
4301	48218	Measure G - District Sales Tax	(22,157)	Funds are not Received, Matching Tracking Expenditures
5202	44214	Engineering Development Other Service Fees	20,000	Funds are not Received
5202	44621	Engineering Services	20,000	Funds Anticipated
5202	44625	Grading Inspection	17,000	Funds are not Received
5301	42511	Oak Meadow Park Reservation Fee	10,000	Funds Anticipated
5301	42515	Tree Removal Permit	10,000	Funds Anticipated
5301	42543	Park Vending Permit	3,000	Funds Anticipated
5301	44213	Special Event Reimbursement	17,000	Funds Anticipated
5301	45421	Donation - Benches	(3,678)	Funds are not Received, Matching Tracking Expenditures
5302	43522	AB 939 Grant	(8,634)	Funds are not Received
5405	45922	Insurance Claim Reimbursement	16,818	Funds are Received, partially Matching Expenditures
7301	45452	Friends of the Library	(10,000)	Decrease in Donations
7801	43343	Public Library Fund Grant	32,188	Grant Carryforward
TOTAL GENERAL FUND REVENUES			\$ 662,078	

FY2024-25 MID-YEAR BUDGET ADJUSTMENT REQUESTS - GENERAL FUNDS

Program	Account	General Fund Expenditures		
1201	62113	Town Share of Retiree Medical	313,938	Funds are Partially Expended
1201	62119	Additional Payment to IRS Pension Trust	300,000	From Available Reserve
1201	62227	Santa Clara County - Election Fees	(85,520)	Funds are not Expended
1201	62521	Frontier Parking Lot Lease	9,522	Funds are Partially Expended
1201	63114	Animal Services	7,000	Funds are Partially Expended
1221	68218	Measure G Sales Tax - Pass Thru	(44,314)	Funds are not Expended
1301	63215	Legal Services	100,000	Funds are not Expended
2101	63251	Unhoused Initiatives	10,000	Funds are not Expended
3201	62318	Contract Employee Services	50,000	Funds are not Expended
3301	63381	Building Inspections	(40,000)	Funds are not Expended
3501	63370	HOA Dues and Services	979	Funds are Expended, Matching Revenue
3501	8****	Sale of Land/Property	344,388	Funds are Expended, Matching Revenue
4817	61142	Police Program Supplies	(72,130)	Funds are Expended, Matching Revenue
5201	63215	Legal Services	50,000	Funds are Partially Expended
5301	68622	Benches	(3,678)	Funds are not Received, Matching Tracking Expenditures
5302	63121	SCC- Household Waste Fee	25,343	Funds are Partially Expended
5401	63361	Street Sweeping Services	40,000	Funds are not Expended
5401	63365	Sidewalk Steam Cleaning	15,000	Funds are not Expended
5405	62379	Miscellionous Services and Repairs	13,008	Funds are Partially Expended
5201	5****	Salaries and Benefits	(27,101)	Transfer Intern Hours From Engineering To Facilities Maintenance Program
5407	5****	Salaries and Benefits	27,101	Transfer Intern Hours From Engineering To Facilities Maintenance Program
7201	5****	Salaries and Benefits	12,913	Transfer Library Clerk Temporary Hours to Library Assistant Hours
7202	5****	Salaries and Benefits	28,661	Transfer Library Page Temporary Hours to Library Assistant Hours
7204	5****	Salaries and Benefits	(41,574)	Transfer Library Clerk and Page Temporary Hours to Library Assistant Hours
7801	6****	Grant Expenditures	32,188	Match Grant Revenue Carryforward
TOTAL GENERAL FUND EXPENDITURES			\$ 1,065,724	

FY 2024-25 MID-YEAR BUDGET ADJUSTMENT REQUESTS - OTHER FUNDS

Fund	Program	Account	Other Fund Revenues		
251	4508		Los Gatos Theatre		
251		45352	43 N Santa Cruz Ave Rent	60,000	Funds Anticipated
				\$ 60,000	
421	421-832-4505		Grants		
421		43214	MTC - OBAG	421	Match Budget to Actual Grants Received
				\$ 421	
TOTAL OTHER FUNDS REVENUES				\$ 60,421	
Fund	Program	Account	Other Fund Expenditures		
411	411-811-9903		GFAR		
411		82405	Use of Excess VRF Reserves	397,887	From Available Vehicle Registration Fees Reserves
				\$ 397,887	
633	5404		Facilities Maintenance		
633		62371	Building Maintenance & Repairs	40,000	Funds are not Expended
				\$ 40,000	
714	7304		Susan Mclendon Trust		
714		61172	Youth Collections	2,000	Funds are not Expended
				\$ 2,000	
716	7305		Barbara Jones Cassin Trust		
716		61171	General Collections	8,000	Funds are not Expended
				\$ 8,000	
TOTAL OTHER FUNDS EXPENDITURES				\$ 447,887	

SUMMARY OF KEY RECOMMENDED BUDGET ADJUSTMENTS

- General Property Tax and Motor Vehicle in Lieu Fee: Staff recommends a decrease in projected revenues of approximately \$232,691 in General Property Tax and an increase of \$130,070 Motor Vehicle in Lieu fee which are in line with the estimates and forecasts provided to the Town from Santa Clara County.
- Sales and Use Tax: Staff recommends a \$178,939 revenue budget decrease to reflect current sales tax trends based on MuniServices' current projections.
- Measure G – District Sales Tax: Staff recommends a \$44,314 revenue budget decrease to reflect the current trends of the one-eight cent sales tax based on MuniServices' projections and the matching \$44,314 pass through revenue and expenditure budget adjustments to track the Measure G allocation for police and capital services based on prior Council actions.
- Cable Franchise Fee: Staff recommends a decrease in projected revenues of approximately \$28,000 in cable franchise fee based on current collection trend.
- Waste Hauler Encroachment Fees: Staff recommends a \$68,927 revenue budget decrease based on the current agreement terms.
- Other Wastehauler Fee: Staff recommends a decrease in projected revenues of approximately \$86,404 to match the current agreement.
- Animal Services: Staff recommends a \$22,225 revenue budget decrease and \$7,000 expenditure budget increase due to changes with the current agreement.
- Unrestricted Fund Tracking - Made Available by ARPA Grant Receipt: Staff recommends a \$33,000 revenue budget decrease in the Non-Departmental Program since expenditures incurred in a prior year and a \$9,351 revenue budget increase for unhoused services based on the fact that not all dedicated funds for this purpose were expended in the prior year.
- Business License Tax: Staff recommends a \$418,958 revenue budget increase based on revised estimates that includes one time payments that crossed fiscal years.
- Interest to Other Funds: Staff recommends a \$337,092 revenue budget decrease due to the fact that the General Fund proportionate share of interest is decreasing, while other funds interest share is increasing with the same amount. Interest allocations are finalized upon the final close of the fiscal year based on the actual cash balances as of June 30, 2025.
- Planning Permits and Council Appeal Fees: Staff recommends a \$300,000 revenue budget increase to reflect increased planning application activities and a \$11,000 budget increase for council appeal based on current receipts.
- Special Project: Staff recommends a \$20,000 revenue budget increase based on the current receipts collected.

- Address Processing Fee: Staff recommends a \$15,000 revenue budget increase based on the current receipts collected.
- Building Inspections: Staff recommends a \$40,000 revenue and expenditure budget decrease based on current receipts collected; and a \$1,500 revenue budget increase for reimbursement from Building Standards SB 1473.
- Code Compliance – Admin Citations: Staff recommends a \$10,000 revenue budget increase based on the current receipts collected.
- Affordable Housing Program: Staff recommends a \$344,388 expenditure and revenue budget increase to accommodate to resell and temporary maintain the 137 Bersano Lane unit. All sale proceeds are redeposited to the Town’s Below Market Housing Program fund.
- Prop 172 – Public Safety Sales Tax: Staff recommends a \$23,900 revenue budget decrease to reflect the current trends of the tax based on MuniServices’ current projections.
- Oak Meadow Park Reservation Fee: Staff recommends a \$10,000 revenue budget increase based on the current receipts collected.
- Tree Removal Permit: Staff recommends a \$10,000 revenue budget increase based on the current receipts collected.
- Park Vending Fee: Staff recommends a \$3,000 revenue budget increase based on estimated activity in new park vendor program.
- Special Event Reimbursement: Staff recommends a \$17,000 revenue budget increase based on the current receipts collected.
- Benches: Staff recommends a \$3,678 revenue and expenditure budget decrease due to placement of memorial bench program on hold.
- AB 939 Grant: Staff recommends a \$8,634 revenue budget decrease due to funds not expected to be received.
- Contract Employee Services: Staff recommends a \$50,000 expenditure budget increase for a contract Senior Planner.
- Police Program Supplies: Staff recommends a \$72,130 expenditure budget decrease for previously allocated/spent funds.
- Legal Services: Staff recommends a \$50,000 expenditure budget increase based on investigative needs.
- SCC Household Waste Fee: Staff recommends \$25,353 expenditure budget increase due to changes in billing.

- Street Sweeping Services: Staff recommends a \$40,000 expenditure budget increase for an emergency street sweeping contract.
- Sidewalk Steam Cleaning: Staff recommends a \$15,000 expenditure budget increase due to a prevailing wage increase in the sidewalk steam cleaning contract.
- PPW Salaries and Benefits Reclassification: Staff recommends a \$27,101 expenditure budget transfer to reclassify salaries and benefits for an Intern from the Engineering program to a temporary Facilities Maintenance Worker in the Facilities program.
- Engineering Development Other Service Fees: Staff recommends \$20,000 revenue budget increase based on the current trends in miscellaneous engineering service fees.
- Engineering Service: Staff recommends a \$20,000 revenue budget increase based on the current trends for engineering services.
- Grading Inspection: Staff recommends a \$17,000 revenue budget increase based on the current trends for engineering services.
- Library Salaries and Benefits Reclassification: Staff recommends a \$41,574 expenditure budget transfer to reclassify salaries and benefits for temporary employees across Library Programs for actual program expenses due to changes in workforce and training requirements.
- Insurance Claim Reimbursement: Staff recommends a \$16,818 revenue budget increase to recognize the reimbursement received for damaged retaining walls and a \$13,008 expenditure budget increase for misc. service and repairs.
- Library Operating Grants: Staff recommends a \$32,188 revenue and expenditure budget increase based on use of deferred grant receipts.
- Friends of the Library: Staff recommends a \$10,000 revenue budget decrease to recognize a decrease in anticipated donations.
- Retiree Medical: Staff recommends a \$313,938 expenditure budget increase based on current estimates.
- IRS Pension Trust: Staff recommends a revenue and expenditure budget increase of \$300,000 to make an additional payment to the IRS Pension Trust from the available Pension/OPEB Reserve.
- Legal Services Support: Staff recommends a \$100,000 expenditure budget increase based on hiring a firm to assist with part-time legal support.
- SCC Election Fees: Staff recommends a budget expenditure decrease of \$85,520 for elections not held.
- Frontier Parking Lot Lease: Staff recommends a \$9,522 expenditure budget increase for commissions paid.

- Unhoused Initiatives: Staff recommends a \$10,000 expenditure budget increase from prior Council direction.

Other Fund Revenues and Expenditures

- Theatre Tenant Rent: Staff recommends a \$60,000 revenue budget increase based on anticipated rent payments.
- Grant Funded Projects: Staff recommends a \$421 revenue budget increase to match budget to actual grant receipts.
- Susan McLendon Trust: Staff recommends a \$2,000 expenditure budget increase to recognize use of interest earned.
- Barbara Jones Cassin Trust: Staff recommends a \$8,000 expenditure budget increase to recognize use of interest earned.
- GFAR Project Costs: Staff recommends a \$397,887 expenditure budget increase to use available excess VRF funds in reserves.
- Facilities Maintenance: Staff recommends a \$40,000 expenditure budget to repair the blinds in parts of the Civic Center.

FINANCIAL SUMMARIES OF OTHER FUNDS

The group of financial summaries on the following pages present data by governmental, proprietary, and fiduciary fund types. For each, the fund information starts with a beginning fund balance, adds current year revenues, and subtracts current year expenditures, resulting in an ending fund balance. Adopted budget amounts are provided as a basis for comparison of actuals to date.

Special Revenue Funds (Governmental Fund Type)

Special Revenue Funds account for the proceeds derived from specific revenue sources that are legally restricted or assigned to special purposes. The Town's Special Revenue Funds are the Community Development Block Grant Fund, Housing Conservation Program Fund, Urban Runoff Source Fund (Non-Point Source), several Landscaping Lighting District (LLD) Funds, Theatre Fund, and Library Trusts Funds. Staff also recommends a \$60,000 revenue budget increase adjustment to recognize the Theatre tenant lease payments, a \$10,000 revenue budget decrease in donations, and a \$10,000 expenditure budget adjustment in the Library trust funds to utilize prior year interest proceeds for general and youth collection items.

Special Revenue Funds Budget to Actuals Comparisons

	CDBG Grants	Non-Point Source	LLD's	THEATRE	LIBRARY TRUSTS
Beginning Fund Balance	\$ 166,653	\$ 754,134	\$ 182,625	\$ 171,035	\$ 556,848
Budgeted Revenues	-	163,690	39,230	57,960	76,400
Total Actual Revenues - 2nd Qtr	\$ -	\$ 68,204	\$ -	\$ 153,718	\$ 60,272
Budgeted Expenditures	-	284,429	40,401	55,814	108,002
Total Actual Expenditures - 2nd Qtr	-	137,476	11,793	31,727	19,975
2nd Quarter Ending Fund Balance	\$ 166,653	\$ 684,862	\$ 170,832	\$ 293,026	\$ 597,145

Capital Projects Funds (Governmental Fund Type)

Capital Projects Funds account for resources used for the acquisition and construction of capital facilities by the Town. Funds in this category are the GFAR (General Fund Appropriated Reserve) Fund, Community Center Development Fund, Traffic Mitigation Fund, Grant Funded CIP Projects Fund, Utility Underground Fund, Gas Tax Fund, and three Storm Drain Funds. Staff recommends \$397,887 expenditure budget adjustments to utilize the excess Vehicle Registration Fee reserve for additional street work and a \$421 revenue adjustment in the grant fund to match the revenue budget with the actual grant receipts. The Grant Funded CIP fund displays a deficit balance because this grant fund expends Town dollars first, then provides documentation of these expenditures to the State of California or other granting agencies and is reimbursed for those costs. The reimbursements eventually result in the fund “breaking even” or a zero-fund balance.

**Capital Project Funds
Budget to Actuals Comparisons**

	GFAR*	Community Center Development	Traffic *	Grant Funds*	Storm Drains	Utility Undergd	Gas Tax
	Fund	Development	Mitigation	CIP			
Beginning Fund Balance	\$ 20,253,302	\$ 866,281	\$ 509,491	\$ (2,563,504)	\$ 3,531,248	\$ 3,584,251	\$ 1,928,167
Budgeted Revenues	5,305,867	-	213,380	15,928,718	106,830	45,590	1,784,585
Total Actual Revenues - 2nd Qtr	711,831	-	-	2,883,522	27,775	7,967	734,964
Budgeted Expenditures	22,153,916	866,281	255,265	12,782,685	1,859,938	299,574	3,404,619
Total Actual Expenditures - 2nd Qtr	2,669,477	-	720	2,210,933	54,193	-	1,620,034
2nd Quarter Ending Fund Balance	\$ 18,295,656	\$ 866,281	\$ 508,771	\$ (1,890,915)	\$ 3,504,830	\$ 3,592,218	\$ 1,043,097

* GFAR, Community Center Development, Traffic Mitigation, and Grant Funds balances are combined in the FY 2024 ACFR. The combined balance of \$19,065,570 is presented as an Appropriated Reserve.

Internal Service Funds (Proprietary Fund Type)

Internal Service Funds finance and account for special activities and services performed by a designated Town Department for other Town Departments on a cost reimbursement basis. Included in this fund type are the Equipment Replacement Fund, Workers' Compensation Fund, Joint Powers Authority Pooled Liability Network (PLAN) Self-Insurance Fund, Information Technology Fund, and the Facilities Maintenance Fund.

The Self-Insurance Fund displays a deficit balance because insurance premiums are paid at the beginning of the fiscal year. However, Department reimbursements are posted on a bi-monthly basis. In addition, increased premium rates and increased claim activities required the Town to increase its Liability Internal Service charges in the FY 2024-25 budget. Staff continues to monitor the insurance rates and is considering alternative insurances that can provide potential savings for the Town.

**Internal Service Funds
Budget to Actuals Comparisons**

	Equipment Replacem	Workers Compensation	Self Insurance	Information Technology	Facility Maint.
Beginning Fund Balance	\$ 3,286,552	\$ 586,247	\$ 177,877	\$ 2,523,349	\$ 960,525
Budgeted Revenues	1,123,659	1,905,154	1,507,436	914,114	1,396,548
Total Actual Revenues - 2nd Qtr	561,910	799,845	646,317	412,119	683,466
Budgeted Expenditures	2,105,937	1,826,050	1,540,481	1,118,348	1,445,325
Total Actual Expenditures - 2nd Qtr	372,460	931,916	1,341,650	582,395	540,081
2nd Quarter Ending Fund Balance	\$ 3,476,002	\$ 454,176	\$ (517,456)	\$ 2,353,073	\$ 1,103,910

Trust and Agency Funds (Fiduciary Fund Type)

AB1x26 is the "Dissolution Bill" that eliminated the Town's Redevelopment Agency effective February 1, 2012. AB 1484 is the "clean-up" bill that revised and attempted to clarify AB1x26. In accordance with the law, the Successor Agency continues to wind down the affairs and operations of the former Redevelopment Agency by implementing programs and activities in accordance with the State-approved Recognized Obligation payment Schedule (ROPS). The Successor Agency monies are now accounted for in a Private Purpose Trust fund and no longer part of the Town's Financial Statements. The fund balance reported is the actual fund balance that incorporated the full accrual of long-term debt related to the outstanding bonds payable to the 2002 and 2010 Certificates of Participations. The approved ROPS schedule includes full funding related to the obligation for this debt.

	<u>SA Trust</u>
Beginning Fund Balance	\$ (4,632,040)
Budgeted Revenues	3,828,264
Total Actual Revenues - 2nd Qtr	-
Budgeted Expenditures	3,816,144
Total Actual Expenditures - 2nd Qtr	1,715,878
2nd Quarter Ending Fund Balance	\$ (6,347,918)



TOWN OF LOS GATOS
FINANCE COMMISSION AGENDA REPORT

MEETING DATE: 02/10/2025

ITEM NO. 14.

ITEM NO: 4

DATE: February 7, 2025
TO: Finance Commission
FROM: Chris Constantin, Town Manager
SUBJECT: Review and Make a Recommendation to the Town Council on the FY 2025-26 Five-Year Forecast and Supporting Work Product

RECOMMENDATION:

Review and provide recommendations to the Town Council regarding the Five-Year Forecast (Fiscal Years 2025-26 – 2029-30), assumptions, and scenarios, and provide input for the FY 2025-26 budget direction.

EXECUTIVE SUMMARY:

The base case Five-Year Forecast (FY2025-26 – 2029-30) (**Exhibit B**) identifies deficits for all future years, using already negotiated salary cost increases (FY 2025-26 and FY 2026-27) and 2% salary increase assumption (beyond FY 2027-28), 4.6% vacancy saving factor and other assumptions (see Exhibits C and D to Attachment 2). The projected deficits start at \$5.6M in FY 2025-26 and can be mitigated in the short term by expenditure controls and using one-time funds. Revenue projections are not keeping pace with rising costs. Future discussions of revenue capacity to match expenditures and service levels will need to occur to address increasing pressure on Town finances.

This report demonstrates the forecast sensitivity. The Finance Commission can provide recommendations on the assumptions for Council consideration for the FY 2025-26 budget and provide other budget direction as appropriate.

BACKGROUND:

With the passage of Measure A, the Finance Commission has been tasked with several mandated duties as described in the provisions of the adopted Ordinance. Section 2.50.225. – Duties states that:

PREPARED BY: Gitta Ungvari
Finance Director

Reviewed by: Town Manager, and Assistant Town Manager

PAGE 2 OF 15

SUBJECT: Five-Year Forecast (FY 2025-26 – 2029-30)

DATE: February 6, 2024

(a) The Finance Commission shall:

Serve as an on-going substantive and expert advisory body to the Town and Town Council so that the Town and Town Council can make informed decisions about the Town's financial, budgetary and investment matters and operations related thereto.

On February 20, 2025, the Town Council is scheduled to consider the FY 2025-26 Five Year Forecast which is an important component of the annual budget cycle (**Exhibit A**).

The Commission is welcome to provide comments on the Forecast, its assumptions, and scenarios as well as any comments for consideration in the preparation of the FY 2025-26 Operating Budget.

Forecasting Approach Consistent with Government Finance Officers Association (GFOA)

A "conservative" forecast as described by GFOA is conservative with revenue assumptions and builds in a layer of contingencies for expenditures. This approach might make it harder to balance the budget but reduces the risk of an actual shortfall. The Town's past forecasting practice represented this conservative approach.

During the last couple of years, staff changed elements of the budgeting and forecasting methodology. Starting FY 2020-21, the salaries are budgeted and forecasted at actual salary plus one step higher. Beginning in FY 2023-24, the budget and the forecast included a 4.6% vacancy savings factor, moving toward a less conservative approach.

An "objective" forecast as described by GFOA seeks to estimate revenues and expenditures as accurately as possible, making it easier to balance the budget, yet increasing the risk of an actual shortfall.

It is very important that the approach to the forecast and the underlying assumptions are clear, analyzing the risk between being objective versus conservative. While one-time solutions can solve near term shortfalls, the best practice is to build a structurally balanced forecast where recurring revenues (the portion of the Town's revenues that can reasonably be expected to continue year to year with some degree of predictability) equal or exceed recurring expenditures (salaries, benefits, and other operational expenditures).

DISCUSSION:

An important aspect of the Town's budget development process is taking a multi-year approach to understand revenue and expenditure trends over time. Serving as the foundation of the budget planning process (Exhibit A), the Town develops a Five-Year Financial Forecast ("Forecast") beginning in the winter of each year. The Forecast enables the Town to evaluate its fiscal condition and to help guide policy, programmatic planning, and budget decisions.

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Developing a financial forecast as part of the budget development process has been identified as a best practice by the Government Financial Officers Association (GFOA).

This process helps to provide a snapshot of what the future may look like as a result of the decisions made to date.

The initial Forecast (FY 2025-26 – 2029-30) is predicated on estimates derived from the FY 2024-25 Mid-Year review and includes updates to Town revenues and expenditures based on the end of year estimates projected at mid-year. Like any forecast, the Forecast's revenue estimates for the first year are the most critical in the process as they ultimately define the expenditure limitations for the upcoming budget year.

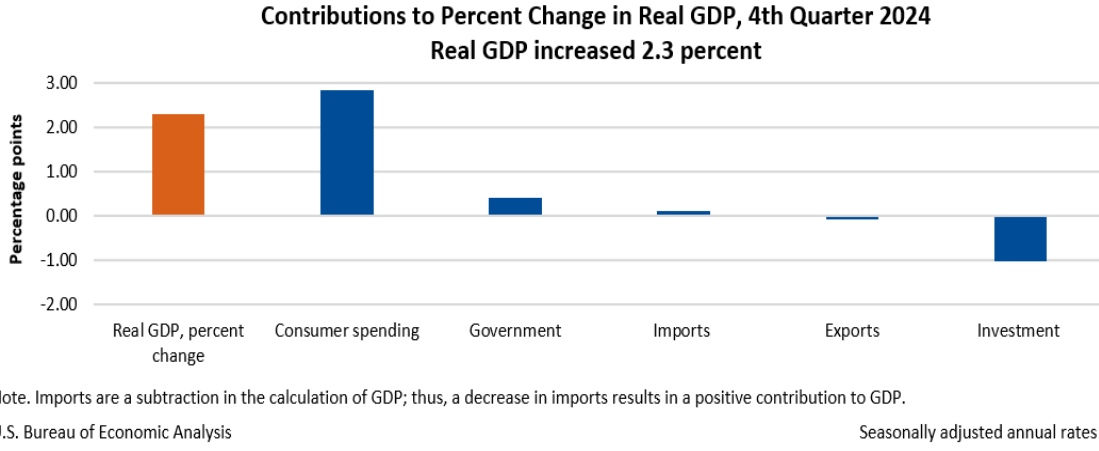
This report contains detailed information that contributes to the preparation of the annual budget, including the Town's "Base Case" Five-Year Forecast, its data sources, and budget assumptions. It also provides two additional forecast scenarios utilizing a sensitivity analysis for four of the major revenue assumptions. These additional forecast scenarios illustrate the effects on future budgets of a 1% higher revenue growth scenario ("Greater Growth") and a 1% lower revenue growth scenario ("Lower Growth").

The Five-Year Financial Forecast is not a budget, nor a proposed plan. The Five-Year Financial Forecast sets the stage for the upcoming budget process and is a tool in facilitating both the Town Council and Town Manager in establishing priorities and allocating resources appropriately.

National and Local Economic Backdrop

The UCLA Anderson School of Business publishes a quarterly economic forecast for the nation and California. The results of this forecast are used as part of the macroeconomic foundation for the Five-Year Forecast development. The Winter 2024 (December 2024) UCLA Anderson Report predicts that the incoming administration's policies, including tariffs on major trading partners (China, Mexico, and Canada), mass deportations, and tax cuts, will have a negative impact on the U.S. economy. These measures are anticipated to increase the cost of living by raising the prices of various goods and services and creating labor shortages in the agriculture, hospitality, manufacturing, and construction sectors. Consequently, while the U.S. economy is expected to outperform other countries, GDP growth is projected to fall below 2% in 2025, with only a partial rebound in 2026.

The US economy's resiliency is demonstrated by the Gross Domestic Product (GDP) increase of 3.1% in the third quarter and 2.3% in the fourth quarter of 2024 (Advance Estimate). As the graph below illustrates, the 2.3% increase in GDP is comprised of positive gains in consumer and government spending offset by decreases in investment and imports (positive value is subtracted from GDP).



The UCLA forecast anticipates that California’s economy will mirror U.S. growth rates, as the State faces .

Operating Revenue Trends and Five-Year Forecast Scenarios

The Town is highly dependent on four economically sensitive revenues comprising 65% of General Fund forecasted revenues. Following are summaries of the Town’s major revenues, including property tax, sales tax, business license tax, and transient occupancy tax (TOT).

Updated growth assumptions are provided for each revenue source and the resultant projected revenues for the new Forecast period. The revenue assumptions provided are informed by the County Tax Assessor, the Town’s sales tax consultant, and direct communication with the Town’s hospitality industry. In addition, alternative forecast scenarios for these four revenue streams are discussed in this report. Please see Exhibit C for a description of all revenue categories with a comprehensive listing of revenue forecast assumptions.

Property Tax

As the following table illustrates, Los Gatos has benefited from the economic expansion as evidenced by year-over-year (YOY) total property assessment roll growth since 2018. For the 7-year period, the average annual growth rate was 6.3%.

	2018	2019	2020	2021	2022	2023	2024	Seven Year Average Growth
Total Assesment Roll (Values in Billions)	13.15	13.84	14.9	15.6	16.8	18.1	18.8	6.3%
Percent Growth	6.95%	5.23%	7.70%	4.33%	7.77%	7.72%	4.10%	

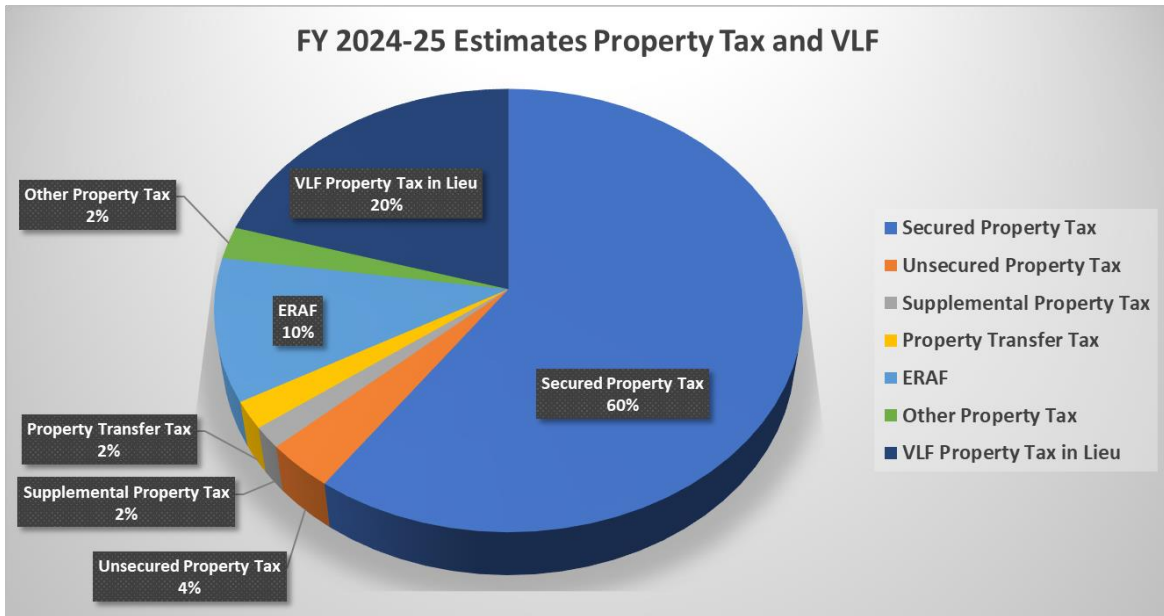
Property tax is the single largest revenue source for the Town and comprised approximately 42% of total Town estimated General Fund revenues for FY 2024-25. **Secured Property Tax,**

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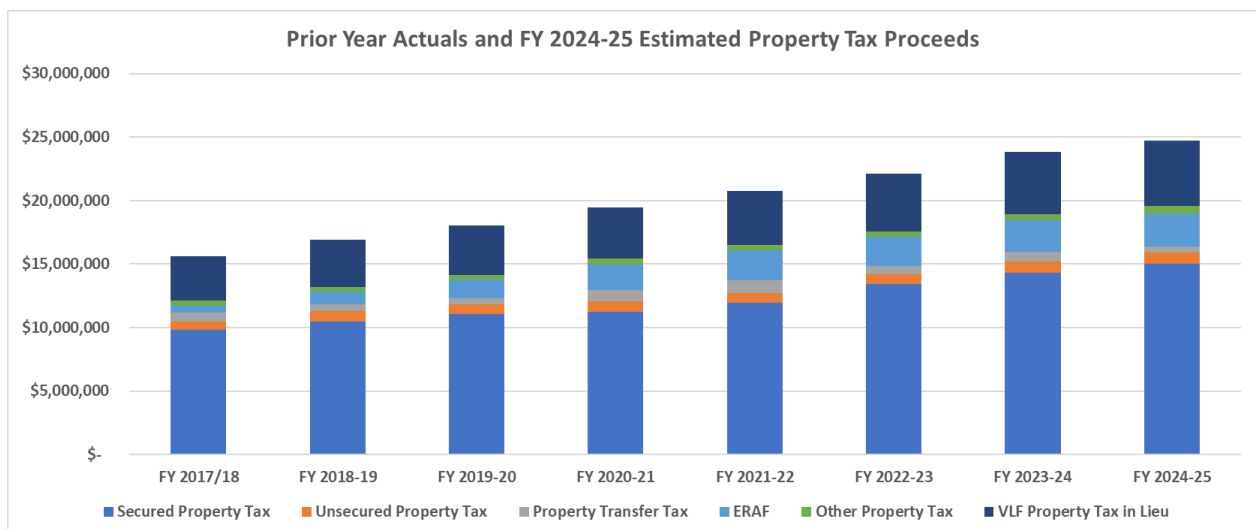
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Motor Vehicle in Lieu (VLF), and Excess Education Revenue Augmentation Fund (ERAF) constitute 90% of the current year's property tax proceeds. The following table and graphs illustrate how the actual year-over-year (YOY) performance for the different property tax categories varies from fiscal year to fiscal year.

The following chart illustrates the FY 2024-25 Estimated Property Tax categories.



The following graph illustrates the historical amounts based on the major categories and their YOY growth.



The following table illustrates the historical YOY growth based on the major categories.

SUBJECT: Five-Year Forecast (FY 2025-26 – 2029-30)

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Percentage of Total Proceeds	Property Tax Categories	FY 2018-19 Actuals	FY 2019-20 Actuals	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Actuals	FY 2023-24 Actuals	FY 2024-25 Estimates	Average YOY Growth
60%	Secured Property Tax	6.9%	5.6%	1.6%	6.1%	12.3%	7.0%	4.9%	6.3%
20%	Motor Vehicle in Lieu (VLF)	6.9%	5.2%	4.6%	4.4%	7.7%	7.7%	4.1%	5.8%
10%	ERAF	90.5%	46.1%	41.4%	16.1%	-3.1%	8.8%	3.2%	29.2%
4%	Unsecured Property Tax	16.4%	-5.1%	6.9%	-7.8%	8.8%	6.1%	-0.5%	3.9%
2%	Property Transfer Tax	-21.8%	-9.2%	76.0%	17.0%	-37.8%	-23.2%	-32.9%	1.3%
2%	Other Property Tax	-11.1%	-0.2%	10.7%	1.0%	-2.6%	4.1%	28.1%	5.0%
2%	Supplemental Property Tax	17.7%	-31.8%	40.3%	-9.0%	61.1%	-40.5%	-37.4%	3.3%

The staff analysis includes the three most significant property tax categories – Secured Property Tax and VLF Property Tax generally increase alongside the growth of the Total Assessment Rolls. The Total 2024 Assessment Roll will be published in July 2025 by the Santa Clara Assessor’s Office.

In addition to the annual assessment increases and the reassessments of Proposition 13 properties as they change ownership, historical growth encompasses the annexation of 24 pockets from Santa Clara County and property sales from the First Phase of the North Forty development. The VLF Property Tax in Lieu collection, based on the assessed roll, is also included.

ERAF, as the table illustrates above, can vary yearly, and it is not tied to the Total Assessment Roll. A portion of property tax revenue goes to the ERAF to support local school districts. When the amount contributed to ERAF exceeds the minimum cost of funding local schools, excess funds have traditionally been returned to the county, cities, and special districts. Santa Clara County has only provided projections for the current fiscal year. FY 2025-26 Excess ERAF projections will not be available until March 2025. The Town has been monitoring ongoing developments regarding the distribution of excess ERAF funds. A portion of property tax revenue goes to the ERAF to support local school districts. When the amount contributed to ERAF is more than the minimum cost of funding local schools, excess funds have traditionally been returned to the counties, cities, and special districts.

During the last couple of years, the Santa Clara County redistribution formula was contested by the State, and additional risk raised from State Controller’s audit findings for Marin County. The Town received the full amount since FY 2021-22; however, the Santa Clara County Assessor’s Office recommended reserving a certain percentage based on the risk. According to the most recent (January 2025) communication from the Santa Clara State Controller Office the risk remains for the State Controller Office Audit findings that varies from 20% to 22% for the Town. Estimated at risk amounts and the Town Actual and Estimates ERAF Risk Reserves are presented below.

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The Town Estimated ERAF Risk Reserve is \$1,215,154 as of June 30, 2025. With the FY 2024-25 budget adoption Council action \$1,000,000 of the ERAF Risk Reserve was transferred to the Pension/OPEB Reserve. The total reserve amount of \$2,215,154 is still below the Town’s estimated risk amount of \$2,558,139, therefore, staff recommends continuing to reserve 30% of the anticipated FY 2024-25 ERAF proceeds.

	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual	FY 2023-24 Actual	FY 2024-25 Estimated	Total \$
Excess ERAF	\$ 2,043,321	\$ 2,371,984	\$ 2,298,692	\$ 2,534,820	\$ 2,617,000	
<i>According to Santa Clara County State Controller Office January 2025 Communication</i>						
State Controller Audit Finding Risk %	22%	22%	22%	22%	20%	
State Controller Audit Finding Risk (\$)	\$ 449,531	\$ 521,836	\$ 505,712	\$ 557,660	\$ 523,400	\$ 2,558,139
Town ERAF Risk Reserve as of 6/30/2024						\$ 1,430,054
Estimated Addition to the Reserve - 30% of the FY 2024-25 proceeds						\$ 785,100.00
Allocation of the ERAF Risk Reserve to Pension/OPEB Reserve per June 4, 2024 Council Action						\$(1,000,000.00)
Town Estimates ERAF Risk Reserve as of 6/30/2025						\$ 1,215,154.00

Staff recommendations for property tax growth assumptions are listed below based on the above information.

Secured Property Tax:

Staff recommends growing the secured property tax by 4.1%.

Motor Vehicle in Lieu (VLF):

Staff recommends growing the VLF by 4.1%.

Excess ERAF:

Staff recommends the assumption that the Town will receive 100% of the ERAF proceeds; however, per prior Council direction and the Santa Clara County Assessor’s Office advice, 30% is set aside until the audit findings are resolved.

Unsecured, Supplemental, Other Property Tax, and Property Transfer Tax:

Staff recommends increasing the rest of the property taxes (Unsecured, Supplemental, Other Property Tax, and Property Transfer Tax), which represents 10% of the current proceeds, by 3%.

For purposes of the Forecast, the “Base Case” utilizes staff recommendations. “Higher Growth” and “Lower Growth” scenarios represent 1% above and below the recommended growth to illustrate the forecast sensitivity. The following tables display three cases related to all property tax and vehicle license fee.

Property Tax (Property Tax & VLF)	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Lower Growth (1% Lower)	\$25.70	\$26.30	\$27.10	\$27.80	\$28.60
Base Case	\$25.90	\$26.80	\$27.80	\$28.80	\$29.80
Greater Growth (1% Higher)	\$26.10	\$27.20	\$28.50	\$29.80	\$31.20

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Sales Tax

Sales tax is the second largest revenue source for the Town’s General Fund, accounting for 15% of budgeted General Fund projected revenues for FY 2024-25. The Town currently receives 1.125 cents for every 9.125 cents of sales tax paid per dollar on retail sales and taxable services transacted within Los Gatos, including the Town of Los Gatos residents’ approved ballot Measure G in 2018 enacting a one-eighth cent (0.125%) district sales tax for 20 years.

Sales tax estimates are based on actual sales tax data and annual sales tax estimates for five years provided by the Town’s consultant, MuniServices. In addition to brick-and-mortar sales tax generation, the MuniServices estimates include several online sales tax projections. The 2018 Wayfair Decision resulted in e-commerce vendors utilizing the Amazon platform to collect sales tax based on destination; however, items shipped directly from Amazon fulfillment centers are collecting sales tax based on the point of distribution. Regular sales tax collected through online transactions are distributed through the Santa Clara County pool for which the Town receives a pro rata share of the sales tax generated in Santa Clara County for that particular quarter. The Town directly receives the one-eighth district tax portion of the sales tax generated by the residents of Los Gatos. Most recent estimates for FY 2024-25 are estimating declining sales tax collection comparing the FY 2024-25 adopted budget, a \$223,253 decrease for the current fiscal year

The following tables display MuniService's Most Likely scenario relative to their “Conservative” and “Optimistic” scenarios for the forecast period. As illustrated below even the optimistic scenario is presenting modest growth in this category.

Base Sales Tax	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Conservative	\$6.28	\$6.39	\$6.52	\$6.64	\$6.74
Most Likely	\$6.50	\$6.62	\$6.76	\$6.88	\$6.98
Optimistic	\$6.74	\$6.85	\$7.00	\$7.22	\$7.23

Measure G 1/8 District Tax	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Conservative	\$1.24	\$1.27	\$1.37	\$1.34	\$1.37
Most Likely	\$1.27	\$1.30	\$1.34	\$1.37	\$1.40
Optimistic	\$1.29	\$1.33	\$1.36	\$1.40	\$1.43

Staff recommends forecasting the sales tax according to the Most Likely assumption.

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Transient Occupancy Tax

TOT is an important revenue source for the Town and comprises approximately 4% of the total Town's estimated revenues in the amount of \$2.3 million for FY 2024-25. The Town levies a 12% transient occupancy tax (TOT) on all hotel and motel rooms within the municipal limits of Los Gatos. The 12% rate has been in effect since January 1, 2017, after the voters approved a ballot measure to increase the TOT from 10% to 12% during the November 8, 2016 election. During the pandemic, TOT experienced the most significant percentage decline relative to historically adopted budgets. Due to a significant rebound in leisure “staycation” travel and modest improvements in business travel, TOT collections are trending slightly higher than the prior year due to the variance in the timing of the payment received. Overall revenue collection is trending within the budget with no significant change from the prior year's actual collection. Staff anticipates a modest growth in TOT collection and recommends a 2% growth assumption in this category.

TOT	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Proposed Growth	2%	2%	2%	2%	2%
Estimated Revenues	\$2.39 M	\$2.42 M	\$2.47 M	\$2.52 M	\$2.57 M

For purposes of illustrating the Forecast sensitivity, the “Base Case” utilizes a growth factor of 2% recommended by staff as illustrated above, and the “Greater Growth” and “Lower Growth” scenarios utilize a 1% differential from the Base Case.

TOT	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Lower Growth (1% Lower)	\$2.36	\$2.38	\$2.40	\$2.43	\$2.45
Base Case 2%	\$2.39	\$2.42	\$2.47	\$2.52	\$2.63
Greater Growth (1% Higher)	\$2.40	\$2.47	\$2.55	\$2.63	\$2.70

Business License Tax

Business License Tax is an important revenue source for the Town and comprises approximately 4% of the total Town's estimated revenues in the amount of \$2.3 million for FY 2024-25. The Town requires all businesses located within Los Gatos and/or those that operate within Los Gatos to obtain a business license. The amount of business license tax paid by each business is based on its business activity.

In November 2022, Los Gatos voters approved Measure J, which modernized the Town’s business license tax program. This was the first update to the program since 1991, strengthening funding for core Town services that are enjoyed by Town businesses. Measure J included a 30% increase on flat rate fees, a 40% increase in retailing gross receipts, and a 120%

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increase in e-commerce, manufacturing, wholesaling, and jobbing gross receipts. Fees for activities such as wholesale sales and manufacturing are charged on a sliding scale based on gross receipts, as is retail, with retail being capped at \$1,365. These gross receipt activities account for approximately 25% of annual business licenses, while the remaining 75% are flat fee businesses.

Payments for new flat-fee-based businesses are prorated by quarter. Current year business license tax revenue projections provided by HdL, the Town third party business license processor, are trending higher than the adopted budget due to the timing of business license tax received across fiscal years. FY 2025-26 collection is forecasted at 2.4 million in line with the FY 2022-23 actual collections. Staff recommends 3% growth in this category.

Business License Tax	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Proposed Growth	3%	3%	3%	3%	3%
Estimated Revenues	\$2.29	\$2.57	\$2.65	\$2.72	\$2.81

For purposes of the Forecast, the “Base Case” utilizes a 3% growth factor as illustrated above and the “Greater Growth” and “Lower Growth” scenarios utilize a 1% differential from the Base Case.

Business License Tax	2023/24 Forecast (\$M)	2024/25 Forecast (\$M)	2025/26 Forecast (\$M)	2026/27 Forecast (\$M)	2027/28 Forecast (\$M)
Lower Growth (1% Lower)	\$2.47	\$2.52	\$2.57	\$2.62	\$2.67
Base Case 3%	\$2.29	\$2.57	\$2.65	\$2.72	\$2.81
Greater Growth (1% Higher)	\$2.52	\$2.62	\$2.72	\$2.83	\$2.95

Operating Expense Trends and Five-Year Forecast Scenarios

Forecasts of future operating expenditures consider two key factors: cost escalation and new operating expenditures. New operating expenditures refer to costs created by new or enhanced service programs approved during the annual budget process. Exhibit D contains the expenditure assumptions.

Cost escalation refers to largely unavoidable increases in the cost of doing business. It includes inflation, multi-year contract costs, health care costs, and unfunded State mandates. Cost escalation also includes other unavoidable cost increases to a government organization, such as a rise in wages consistent with collective bargaining agreements and annual pension payments mandated by CalPERS. The Town has three bargaining units, including the Town Employees’ Association (TEA), the American Federation of State, County and Municipal Employees (AFSCME), and the Police Officers’ Association (POA). The unrepresented groups are Management, Confidential, and Temporary.

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For FY 2024-25, General Fund Operating expenditures (not including debt payments and transfers out) are programmed at \$56.6 million. The delivery of Town services is highly dependent on talent which comprises 68.5% of budgeted General Fund operating expenditures for FY 2024-25. Given the high dependence on labor for service delivery, the Town has helped manage salary escalation (and benefits) through the maintenance of lower staffing levels.

Mandated pension payments to CalPERS have consistently been one of the major cost drivers for the Town over the past decade with persistent unanticipated increases in pension costs. The Town's plans over the past several decades, like all other CalPERS participants, have experienced unfavorable investment returns, changes in actuarial assumptions, and demographic changes which have outweighed any positive plan experiences. The outcome of these unfavorable economic and demographic results is the development of unfunded pension and Other Post-Employment Benefit (OPEB) obligations for the Town. Previously, the Town has allocated additional discretionary pension funding to address the escalation in pension costs.

The Town and its bargaining groups have also worked to contain benefit costs. The Town closed the CalPERS retiree Tier 1 benefit for non-safety employees and created a new Tier 2 for non-safety new employees in 2012, implemented the Public Employees' Pension Reform Act (PEPRA) for all new non-classic employees starting in 2013, and participates in the CalPERS discounted prepayment option.

In addition to the management of the Town's pension obligations, the Town and the Town's bargaining groups have worked to curb cost escalation in OPEB. In 2009, the Town initiated prefunding of the retiree healthcare benefit and has since established approximately \$29.2 million in OPEB assets (as of 9/31/2024) from zero in 2009. In 2016, the Town's bargaining groups approved the introduction of dependent cost sharing and a reimbursement cap to Medicare-eligible employees, and in 2018, the elimination of the Town's existing retiree healthcare benefit prospectively.

While these collective measures have helped to slow the growth in salary and benefit expenses, the forecast anticipates continued increases in the Town's pension obligations.

Provided below are the expense assumptions for salary and benefits and alternate case scenarios for pension contributions. Most other expenses are assumed to increase at 3% per annum. Detailed expenditure assumptions and factors can be found in Exhibit D to Attachment 2.

Salary and Benefits

Salary

The Town has historically budgeted vacant and non-sworn positions at the top step of the range for the position. Sworn and management positions were budgeted at one step higher than the current step in anticipation of any merit increases expected to be awarded in the upcoming fiscal year. Based on Council’s direction from FY 2021-22, salaries were budgeted at actual salary plus a one step increase, which was a significant budgeting methodology change from previous practice. In addition, the FY 2023-24 budget built in a 4.6% vacancy factor. These methodologies will be continued in the FY 2025-26 budget development, unless modified by the Town Council.

For the forecast, positions are budgeted at the actual rate of pay of employees, including benefits, as of January 2024. Then, by position, salary costs are updated in accordance with the applicable Memorandum of Understanding (MOU) between the Town and its bargaining units. The Memoranda of Understanding that outline the individual agreements between the Town and each unit related to compensation, health benefits, leave time, and grievance procedures will expire with POA, TEA, and AFSCME on June 30, 2026. The Management, Confidential, and Temporary groups are unrepresented, but all salary schedules were approved through June 30, 2026 for these groups as well.

In addition to the economic terms of the MOUs, the forecast assumes step and merit increases for employees in applicable positions. In addition, based on prior Council guidance, 2% cost of living wage adjustments (COLA) are included in the forecast for each year starting in FY 2026-27.

Salaries	2025-26	2026-27	2027-28	2028-29	2029-30
Current Agreements	Forecast	Forecast	Forecast	Forecast	Forecast
4.6% Vacancy Factor	(\$M)	(\$M)	(\$M)	(\$M)	(\$M)
Base Case	\$24.72	\$25.85	\$26.27	\$26.81	\$27.37

Pension and Other Benefits

The Town’s required employer contribution rate estimates were developed using data provided by each plan’s most recent CalPERS actuarial valuation. The employer contribution rates reflect percentages of covered payroll. Rates shown for FY 2024-25 are actual rates as prescribed by CalPERS. Forecasted rates for FY 2025-26 and subsequent years are based on the most recent CalPERS actuarial valuation Reports as adjusted by the impact related to the FY 2022-23 CalPERS 6.1% investment return and forecasted payroll.

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Beginning in FY 2021-22, the estimates of employer contributions were credited with an anticipated reduction associated with the approximate \$4.8 million additional discretionary payment (ADP) toward the 2016 unfunded amortization base paid off in October 2019 and the total of approximately \$5.8 million in ADPs toward unfunded 2013 and 2015 amortization bases that were paid off in FY 2020-21. Other Benefits include health insurance, life insurance, and workers' compensation insurance premiums.

Pension Benefits	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Base Case	\$9.55	\$10.69	\$10.92	\$11.89	\$12.09

Other Benefits	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2029-30 Forecast (\$M)
Base Case	\$6.03	\$6.30	\$6.45	\$6.59	\$6.82

Given that investment returns have one of the largest impacts on contribution variability, CalPERS provides projected employer Unfunded Actuarial Liability (UAL) contributions under alternate investment returns. Analysis using the investment return scenarios from the Asset Liability Management process completed in 2023 was performed to determine the effects of various future investment returns on required employer contributions.

The projections below reflect the impact of the CalPERS Funding Risk Mitigation policy. The projected normal cost rates reflect that the rates are anticipated to decline over time as new employees are hired into lower-cost benefit tiers. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur. The table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alternate investment returns were chosen because 90% of long-term average returns are expected to fall between these levels over the 20-year period ending June 30, 2043.

UAL Town Contributions (Misc & Safety)	2026-27 Forecast	2027-28 Forecast	2028-29 Forecast	2029-30 Forecast	2030-31 Forecast
Greater Investment Return Scenario (10.8%)	\$6,329,000	\$6,398,000	\$6,519,000	\$6,047,000	\$4,020,000
Base Investment Return Case (3.0%)	\$6,647,000	\$7,344,000	\$8,427,000	\$9,262,000	\$10,241,000

CalPERS Actuarial Valuations as of June 30, 2023.

For the year ending June 30, 2024, the Public Employees Retirement Fund (PERF) preliminary investment return was 9.3%. The table below illustrates the historic investment returns for five years, ten years, twenty years, and thirty years.

SUBJECT: Five-Year Forecast (FY 2025-26 – 2029-30)

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CalPERS Compound Annual Rates of Return (as of June 30, 2023)	5 Years	10 Years	20 Years	30 Years
Compound Annual Return	6.1% 9.5%	7.1% 7.8%	7.0% 8.4%	7.5% 8.8%

Five-Year Financial Forecast Alternative Scenarios

The tables below present the “Base Case” forecast contrasted against the two alternative revenue scenarios of “Greater Growth” and “Lower Growth.” All scenarios include a 4.6% salary saving factor, the approved salary increases and assume a 2% cost of living adjustment beyond FY 2026-27.

5 Year Forecast "Base Case" with 4.6% Vacancy Factor 70% of ERAF	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2030-31 Forecast (\$M)
Total Revenues & Transfers and Use of Reserves	\$56.2	\$57.8	\$59.2	\$60.5	\$60.9
Total Expenditures & Reserve Allocations	\$61.8	\$65.0	\$66.2	\$68.7	\$68.9
Surplus/Deficit	(\$5.6)	(\$7.2)	(\$7.0)	(\$8.2)	(\$8.0)

Alternative Scenario "Greater Growth" with 4.6% Vacancy Factor 70% of ERAF	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2030-31 Forecast (\$M)
Total Revenues & Transfers and Use of Reserves	\$56.5	\$58.2	\$60.0	\$61.7	\$62.4
Total Expenditures & Reserve Allocations	\$61.8	\$65.0	\$66.2	\$68.7	\$68.9
Surplus/Deficit	(\$5.3)	(\$6.8)	(\$6.2)	(\$7.0)	(\$6.5)

Alternative Scenario "Lower Growth" with 4.6% Vacancy Factor 70% of ERAF	2025-26 Forecast (\$M)	2026-27 Forecast (\$M)	2027-28 Forecast (\$M)	2028-29 Forecast (\$M)	2030-31 Forecast (\$M)
Total Revenues & Transfers and Use of Reserves	\$56.0	\$57.1	\$58.4	\$59.2	\$59.3
Total Expenditures & Reserve Allocations	\$61.8	\$65.0	\$66.2	\$68.7	\$68.9
Surplus/Deficit	(\$5.8)	(\$7.9)	(\$7.8)	(\$9.5)	(\$9.6)

CONCLUSION:

The Finance Commission should review and discuss the elements and confirm the assumptions of the initial Five-Year Forecast and other budget considerations. All forecast scenarios estimate deficits at this time. Staff looks forward to answering the Finance Commission questions and

PAGE 15 OF 15

SUBJECT: Five-Year Forecast (FY 2025-26 – 2029-30)

DATE: February 6, 2024

receiving any recommendations for Council consideration for the preparation of the proposed FY 2025-26 Operating Budget that results from the discussion.

The preparation of the FY 2025-26 Operating and Capital Budgets is taking into account the Town's current economic reality and long term fiscal picture, as well as maintaining the Town's high level of municipal services. Key budget principles include:

- Develop and recommend a balanced budget that maintains service levels;
- Address projected deficits;
- Continue to make progress on Strategic Priorities identified by the Town Council; and
- Identify opportunities to maintain or enhance service delivery through new revenue sources and technology.

The Finance Commission may also discuss budget assumptions. The Draft FY 2025-26 Operating and Capital Budgets will be available in April for the Finance Commission elaboration with the budget hearing tentatively scheduled for May 20, 2025.

COORDINATION:

This Report was prepared by the Finance Department and the Town Manager's Office.

ENVIRONMENTAL ASSESSMENT:

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

Exhibits:

1. Annual Budget Process
2. Base Case Five-Year Forecast
3. Forecast Revenue Assumptions
4. Forecast Expense Assumptions

	Prior FY (2023-24)	Current FY (2024-25)	Next FY (2025-26)
December	<p>June 30, 2024 ACFR finalized and presented for Council approval.</p> <p>ACFR surpluses assigned per the Council Reserve Policy as of June 30, 2024</p>		
February		<p>Council deliberates Strategic Priorities and Budget direction for FY 2025-26.</p> <p>Review of Five-year Forecast and assumptions.</p> <p>Council determines if previously assigned surpluses should be reallocated for FY 2025-26.</p> <p>Council considers Mid-Year Budget adjustments through 12/31/2024 for FY 2024-25 Budget.</p>	
April		<p>Finance Commission review and comment on Proposed FY 2025-26 Operating & Capital Budgets.</p>	
May		<p>Public hearing on FY 2025-26 Operating & Capital Budgets</p>	
June		<p>Council adoption of the FY 2025-26 Operating & Capital Budgets</p>	<p>End of June 30, 2025 ACFR period</p>
July			<p>Start of new FY 2025-26 Operating Budget year</p>
December			<p>June 30, 2025 ACFR finalized and presented for Council approval.</p> <p>ACFR surpluses assigned per the Council Reserve Policy as of June 30, 2024</p> <p>Exhibit A to Attachment 2</p>

General Fund 5-Year Forecast (in \$ million)								
Revenue Category	FY 2023-24 Actuals	FY 2024-25 Adjusted Budget	FY 2024-25 Estimates	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast
Property Tax	\$ 19.3	\$ 20.2	\$ 20.0	\$ 20.6	\$ 21.3	\$ 22.0	\$ 22.8	\$ 23.6
VLF Backfill Property Tax	4.9	5.0	5.1	5.3	5.5	5.8	6.0	6.2
Sales & Use Tax	6.8	6.6	6.4	6.6	6.6	6.8	7.0	7.0
Measure G District Sales Tax	1.3	1.3	1.3	1.2	1.3	1.3	1.3	1.4
Franchise Fees	2.5	1.0	1.0	1.0	1.1	1.1	1.1	1.2
Transient Occupancy Tax	2.4	2.3	2.3	2.4	2.5	2.5	2.6	2.7
Business License Tax	1.5	2.4	2.8	2.5	2.6	2.6	2.7	2.8
Licenses & Permits	3.3	3.5	3.5	3.1	3.2	3.2	3.3	3.4
Intergovernmental	1.2	1.1	1.1	0.8	0.9	0.9	0.9	0.9
Town Services	6.6	7.0	7.3	6.6	6.7	6.8	6.9	7.0
Fines & Forfeitures	0.5	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Interest	2.6	1.8	1.4	1.0	1.0	1.0	0.7	0.7
Other Sources	5.0	4.1	4.6	3.1	3.1	3.2	3.2	2.0
Fund Transfers In	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
TOTAL OPERATING REVENUES & TRANSFERS	\$ 58.5	\$ 57.2	\$ 57.7	\$ 55.1	\$ 56.7	\$ 58.1	\$ 59.4	\$ 59.8
Use of Capital/Special Projects Reserve	\$ 1.6	\$ 2.7	\$ 2.7	\$ 1.1	\$ 1.1	\$ 1.1	\$ 1.1	\$ 1.1
Use of Measure G Sales Tax - Operating	-	0.6	0.6	-	-	-	-	-
Use of Pension/OPEB Reserve	0.3	-	0.3	-	-	-	-	-
Use of Council Priorities - Economic Recovery	1.5	-	-	-	-	-	-	-
TOTAL REVENUES, TRANSFERS, AND USE OF RESERVES*	\$ 61.9	\$ 60.5	\$ 61.3	\$ 56.2	\$ 57.8	\$ 59.2	\$ 60.5	\$ 60.9
Expenditure Category	FY 2023-24 Actuals	FY 2024-25 Adjusted Budget	FY 2024-25 Estimates	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast
Salary	\$ 21.5	\$ 25.2	\$ 22.6	\$ 26.0	\$ 27.2	\$ 27.7	\$ 28.3	\$ 28.9
Overtime	1.3	0.6	1.5	0.6	0.7	0.7	0.7	0.7
CalPERS Benefits	7.4	8.8	8.3	9.5	10.7	10.9	11.9	12.1
All Other Benefits	4.3	5.6	4.9	6.0	6.3	6.5	6.6	6.8
4.6% Salary and Benefits Savings	-	(1.8)	-	(1.9)	(2.1)	(2.1)	(2.2)	(2.2)
OPEB Pay as You Go	1.6	1.7	2.0	2.3	2.4	2.5	2.6	2.7
Operating Expenditures	9.8	9.2	8.8	8.2	8.5	8.6	9.0	9.1
Grants & Awards	0.7	0.7	0.7	0.3	0.3	0.3	0.3	0.3
Utilities	0.7	0.7	0.7	0.7	0.7	0.8	0.8	0.8
Internal Service Charges	3.2	4.4	4.1	4.7	4.9	5.1	5.3	5.5
Debt Service	2.1	2.1	2.1	2.1	2.1	2.1	2.1	0.8
TOTAL OPERATING EXPENDITURES	\$ 52.9	\$ 57.2	\$ 55.7	\$ 58.5	\$ 61.7	\$ 62.9	\$ 65.3	\$ 65.5
Additional Discretionary Payment - Pension	0.7	0.4	0.7	0.4	0.4	0.4	0.4	0.4
TOTAL OPERATING & DISCRETIONARY EXPENDITURES	\$ 53.6	\$ 57.6	\$ 56.4	\$ 58.9	\$ 62.1	\$ 63.3	\$ 65.7	\$ 65.9
Capital Transfers Out to GFAR	\$ 1.6	\$ 1.1	\$ 1.1	\$ 1.1	\$ 1.1	\$ 1.1	\$ 1.1	\$ 1.1
Transfer to General Liability	0.4	-	-	-	-	-	-	-
GASB 65	0.6	-	-	-	-	-	-	-
Fixed Assets/ Equipment	0.1	0.5	0.9	-	-	-	-	-
1/2 of Measure G Proceeds to Capital	0.7	0.6	0.6	0.6	0.6	0.6	0.7	0.7
Allocate to ERAF Risk Reserve	0.7	0.8	0.8	0.8	0.8	0.8	0.8	0.8
Allocate to Pension Trust	0.7	0.4	0.7	0.4	0.4	0.4	0.4	0.4
TOTAL EXPENDITURES & RESERVE ALLOCATIONS*	\$ 57.7	\$ 60.5	\$ 60.5	\$ 61.8	\$ 65.0	\$ 66.2	\$ 68.7	\$ 68.9
NET REVENUES, TRANSFERS IN, USE OF RESERVES LESS EXPENDITURES, TRANSFERS IN, AND RESERVE ALLOCATIONS	\$ 4.2	\$ -	\$ 0.8	\$ (5.6)	\$ (7.2)	\$ (7.0)	\$ (8.2)	\$ (8.0)

* Due to rounding of individual categories total revenues, expenditures, and reserve allocations may include \$0.1 million.

Revenue Baselines and Projection Factors

Type of Revenues	FY 2024-25 Estimates Baseline	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast
Property Tax/VLF Backfill	Current baseline set by SCC Assessor Office February 2025 report	4.1%	4.1%	4.1%	4.1%	4.1%
Motor Vehicle License in Lieu (VLF)	Current baseline set by SCC Assessor Office February 2025 report	4.1%	4.1%	4.1%	4.1%	4.1%
ERAF	Current baseline set 100% of SCC Assessor Office February 2024 Update Reserving 30% to ERAF Risk Reserve	\$1.83 million	\$1.83 million	\$1.83 million	\$1.83 million	\$1.83 million
Sales Tax	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates
Sales Tax - Measure G	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates	MuniServices January 2025 Most Likely Estimates
Franchise Fee	Current baseline set by FY2024-25 Estimates	3%	3%	3%	3%	3%
Transient Occupancy Tax	Current baseline set by FY 2024-25 Estimates	2%	2%	2%	2%	2%
Business License Tax	Current baseline set by FY 2024-25 Estimates	3%	3%	3%	3%	3%
License & Permits	Current baseline set by FY 2024-25 Estimates	3%	3%	3%	3%	3%

Revenue Baselines and Projection Factors

ITEM NO. 14.

Town Services	Current baseline set by FY 2024-25 Estimates	3%	3%	3%	3%	3%
Fine & Forfeitures	Current baseline set by FY 2024-25 Estimates	Varies	Varies	Varies	Varies	Varies
Yield to Maturity Assumptions	Current baseline set by FY 2024-25 Actuals	3.51%	3.45%	3.37%	3.31%	3.28%
Other Sources	Current baseline set by FY 2024-25 Estimates	Varies	Varies	Varies	Varies	Varies

EXPENDITURE BASELINE AND PROJECTION FACTORS

Beginning in FY 2020-21, the Town started budgeting salaries at the actual salary plus a one-step increase. In the Five-Year Forecast, positions are forecasted at the actual rate of pay including salaries and benefits as of December 31, 2024. Beginning FY 2023-24 the total salaries and benefits budget includes 4.6% vacancy factor.

Type of Expenditures	FY 2024-25 Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast
Salaries*(TEA)	5%	3%	3%	2%	2%	2%
Salaries *(POA)	6.5%	5%	4%	2%	2%	2%
Salaries*(AFSCME)	4%	4%	4%	2%	2%	2%
Salaries * (Management, Confidential, Temp)	5%	3%	3%	2%	2%	2%
Benefit - Medical**	4%	4%	4%	4%	4%	4%
Operating Expenditures***	3%	3%	3%	3%	3%	3%
Grants & Awards	0%	0%	0%	0%	0%	0%
Utilities***	Varies	3%	3%	3%	3%	3%
Workers Comp Charges	Based on projected payroll	3%	3%	3%	3%	3%
General Liability Charges	Based on projected payroll	3%	3%	3%	3%	3%
Other Internal Service Charges***	Based on operating cost and scheduled replacement	Based on operating cost and scheduled replacement	Based on operating cost and scheduled replacement	Based on operating cost and scheduled replacement	Based on operating cost and scheduled replacement	Based on operating cost and scheduled replacement
Debt Service	Debt Service Schedules					

*Salary increases are based on actual step increases and approved Memoranda of Understanding with the bargaining units from FY 2024-25 through FY 2026-27. Beyond FY 2027-28 the assumption is 2% per year cost of living adjustment.

** Benefit increase estimates are provided by CalPERS/Public Employees' Medical and Hospital Care Act (PEMHCA)

*** Based on historical trends.

The Town's required employer contribution rate estimates were developed using data provided by each plan's most recent CalPERS actuarial valuation. The employer contribution rates reflect percentages of covered payroll. Rates shown for FY 2024-25 are actual rates as prescribed by CalPERS. Forecasted rates for FY 2025-26 and subsequent years are based on the most recent CalPERS actuarial valuation Reports as adjusted by the impact related to the FY 2022-23 CalPERS 6.1% investment return and forecasted payroll.

Beginning in FY 2021-22, the estimates of employer contributions were credited with an anticipated reductions associated with the approximate \$4.8 million additional discretionary payment (ADP) toward the 2016 unfunded amortization base paid off in October 2019 and the total of approximately \$5.8 million in ADPs toward unfunded 2013 and 2015 amortization bases that were paid off in FY 2020-21.

Type of Expenditures	FY 2024-25 Budget	FY 2025-26 Forecast	FY 2026-27 Forecast	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast
Safety POA	94.98%	98.72%	102.27%	106.14%	115.00%	117.32%
Safety Management POA	97.98%	101.72%	105.27%	109.14%	118.00%	120.32%
Safety POA - PEPPRA	15.56%	15.56%	15.68%	15.69%	16.32%	16.61%
Miscellaneous TEA/AFSCME/Confidential/Management	30.62%	29.65%	31.01%	32.28%	33.81%	34.49%
Miscellaneous TEA/AFSCME/Confidential/Management PEPPRA						
Separate PEPPRA rate for Miscellaneous has not been established yet by CalPERS.	30.62%	29.65%	31.01%	32.28%	33.81%	34.49%



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/18/2025

ITEM NO: 15

ITEM NO. 15.

DATE: February 13, 2025
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: Adopt a Resolution Modifying the Comprehensive Fee Schedule for Fiscal Year (FY) 2024-25 Amending Certain Fees, Rates, and Charges for FY 2024-25.

RECOMMENDATION:

Adopt a resolution modifying the Comprehensive Fee Schedule for FY 2024-25 amending certain fees, rates, and charges for FY 2024-25.

BACKGROUND:

The Town's financial policies require that certain fees, rates, and charges for services be maintained to allow for cost recovery based on the actual cost to provide Town services. "Fee" activities are services and functions provided by the Town to individuals who receive some direct material benefit above and beyond services offered to residents at general taxpayer expense. Staff periodically reviews the cost of providing such services and recommends appropriate adjustments in fees when supported by actual cost data.

The current fee schedule became effective on July 1, 2024. The fee schedule was developed based on a comprehensive evaluation of Town fees completed in 2019. The fees established in the 2019 study are increased each year based on the Consumer Price Index. The current fee schedule calls for Parks and Public Works to charge \$4,948 for new multi-family residential applications.

On December 3, 2024, the Town Council adopted amendments to Town Code Section 14 regarding sidewalk and park vending. The updated code eliminates reference to pushcart permits. The current fee schedule (line 207) references an application fee for a pushcart permit that no longer exists as of January 3, 2025.

PREPARED BY: Gitta Ungvari
Finance Director

Reviewed by: Town Manager, Assistant Town Manager, and Town Attorney, Parks and Public Works Director

SUBJECT: Fee Schedule for Fiscal Year 2024-25

DATE: February 13, 2025

DISCUSSION:

The proposed FY 2024/25 Comprehensive Fee Schedule accounts for modifications to fees as explained below:

1. Sidewalk Vending Permit (Line 207 page 21) – Effective January 3, 2025, the pushcart ordinance was repealed and replaced with a sidewalk vending ordinance. This modification updates the name of the permit fee to reflect the new permit program.
2. Encroachment Permit - Consultant Plan Review and Inspection Services for serial applications (10+ per year) or specialty applications (page 26) – Provides clarity with regard to use of Parks and Public Works use of consultant services to review encroachment permit applications and inspect work performed in the right of way. Parks and Public Works (PPW) receives, reviews, and issues approximately 700 encroachment permits every calendar year. Each of these permits receives field inspection to ensure the permittee is complying with the permit requirements.

Throughout 2024, PPW has been seeing a dramatic increase in high-volume encroachment permit applications from telecom, digital, electric service, and other utility providers. With only one staff member in the encroachment permit program, the use of a third-party consultant to review applications and perform field observations of work associated with these high-volume applicants (e.g., Comcast, PG&E) is required. This change in the fee schedule provides PPW the authority to use third-party consultants to support the review of these applications.

3. Entitlement Application - Consultant Plan Review – 10+ Units (page 30) – Provides the authority for staff to require applicants of large land use entitlement projects to pay for consulting costs associated with review of the application at the time the application is made. This change is proposed because the current fee schedule allows for Parks and Public Works to charge approximately \$4,950 for entitlement applications. That fee is not adequate to cover staff costs associated with the review of the larger multi-family applications the Town has been receiving in recent years.

With only two engineers in the PPW land use review team, the volume and size of applications through 2024 is not something staff can complete with their own resources; a fact that is exacerbated when paid leaves occur. The proposed change will keep the application fee and add a requirement for applicants to pay for third-party consultant review fees. The application fee will pay for staff time associated with processing the application; processing consultant agreements; coordinating comments between the consultant, the Community Development Department, and the applicant; and meeting with the applicant. At an average staff billing rate of \$176.15 per hour, the

SUBJECT: Fee Schedule for Fiscal Year 2024-25

DATE: February 13, 2025

\$4,950 fee covers 28 hours of staff time, which is the minimum amount of staff time spent reviewing large planning applications.

4. Building Permit Application - Consultant Plan Review and Inspection Services - 10+ units (page 30) – Provides the authority for staff to require applicants of large building permit projects to pay for consulting costs associated with review of the application at the time the application is made. At present PPW does not charge a fee for the review of building permit applications. This change will allow PPW to use third-party consultants to review larger multi-family building permit applications. In the future, following a more detailed study, PPW may seek the charge staff time associated with this review.

CONCLUSION:

For the reasons stated in this report, staff recommends that the Town Council adopt a resolution amending the Comprehensive Fee Schedule for Fiscal Year 2024-25 amending certain fees, rates, and charges for Fiscal Year 2024-25.

FISCAL IMPACT:

The proposed Encroachment Permit, Entitlement Application, and Building Permit fees have no fiscal impact on this action, as costs for the Engineering consulting services for Pass-Through Accounts (program 5999) are paid by applicants of development proposals. The proposed Sidewalk Vendor Permit application fee will provide for cost recovery of administrative costs.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Resolution approving Comprehensive Fee Schedule FY 2024-25, including Exhibit A Proposed FY 2024-25 Comprehensive Fee Schedule – (Redline)

DRAFT RESOLUTION**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
CONTINUING DEPARTMENT FEES, RATES, AND CHARGES, AND
AMENDING CERTAIN FEES FOR SERVICE FOR FY 2024-25**

WHEREAS, The Town of Los Gatos follows best municipal financial practices that require the Town to establish and maintain all user charges and fees based on the cost of providing services; and

WHEREAS, the last update of the Town of Los Gatos Comprehensive Fee Schedule was adopted on April 2, 2024; and

WHEREAS, those fees currently in effect will remain in effect without interruption, certain of these shall be increased, and certain new services shall have fees; and

WHEREAS, in accordance with Government Code Section 66018, information regarding the proposed changes to the fees for service and facilities fees was made available to the public in the Office of the Town Clerk; and

WHEREAS, these fee changes to provide for cost recovery are not a project subject to CEQA.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY RESOLVE:

1. That Resolution 2024-013, "Resolution of the Town Council of the Town of Los Gatos Continuing Department Fees, Rates, and Charges, and Amending Certain Fees, Rates, and Charges for FY 2024/25" is hereby rescinded; and
2. The Town of Los Gatos Comprehensive Fee Schedule, attached hereto as Exhibit A, is adopted and shall become effective February 18, 2025.

ATTACHMENT 1

PASSED AND ADOPTED at a regular meeting of the Town Council held on the ____ day of _____, 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 OF LOS GATOS CALIFORNIA

ITEM NO. 15.



COMPREHENSIVE FEE SCHEDULE (REDLINED) FISCAL YEAR 2024-25

Cover Photos: Ken Benjamin, Scott Anderson, and Evie Julian

TOWN OF LOS GATOS FEE SCHEDULE

The following Fee Schedule is effective July 1, 2024 through June 30, 2025, unless updated by the Town Council. The Fee Schedule will be adjusted annually by the average Consumer Price Index (Bureau of Labor Statistics, U.S. Department of Labor for the San Francisco/Oakland/San Jose Metropolitan Statistical Area) for the calendar year and/or by the percentage increase in actual operating costs for the current year – whichever is greater. For FY 2024-2025, the fees are adjusted by 3.5% CPI. This Fee Schedule also provides for minimum annual adjustments for those fees that are directly related to personnel costs. Other adjustments may be made to maintain consistency with the surrounding municipalities within the Town of Los Gatos region but in no case are fees charged in excess of service delivery costs.

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ADMINISTRATIVE SERVICES

Civic Center Facilities Use

Town approved non-profit fundraising activities are allowed in/on Civic Center facilities with an appropriate permit, or license issued by the Town, or provided in an agreement or Conditional Use Permit with the Town. Private events are not allowed, including in the Council Chambers, with the exception of approved events hosted by the tenants of 106 and 108 East Main Street as stated in tenant lease agreements. Large scale special events may be required to provide a deposit prior to the event. The available Town facilities at the Civic Center are listed below:

- Civic Center Lawn, Deck and Stairs
- Civic Center West Patio
- Council Chambers
- Council Chambers Lobby (as a stand-alone facility)

1	Fee for Town Hall Facilities Use	Non Profit: \$0.00 per hour For Profit: \$55.00 per hour
2	Building Attendant	\$20.00 per hour

Copy and Printing Charges

3	Copy of Town Code	Actual Cost
4	8 1/2 x 11 and 8 1/2 x 14	\$.25 per page
5	11 x 17	\$.35 per page
6	Oversized or Large Productions	Actual Cost
7	Annual Subscription for Town Code Supplements	Actual Cost
8	Copying of Zoning Ordinance	Actual Cost
9	Annual Subscription for Zoning Ordinance Supplements	Actual Cost
10	Certification of Town Records	\$2.00
11	Annual Financial Report	Actual Cost
12	Annual Budget	Actual Cost
13	Capital Improvement Plan	Actual Cost

Special Events

14	Special Event Application Fee, For-Profit	New Event \$910.00
		Repeat Event \$680.00
15	Special Event Application Fee, Not-For Profit	New Event \$227.00
		Repeat Event \$170.00
16	Special Event Road Closure Review Fee	\$225.00

ADMINISTRATIVE SERVICES

Special Events (continued)

17	Special Event N. Santa Cruz Avenue Road Closure Fee	Actual Cost
18	Block Party Permit	\$55.00
19	Temporary Encroachment Permit	\$173.00
20	Police Officer	\$251.55 per hour
21	Lead Parks and Public Works Maintenance Worker	\$130.17 per hour
22	Parks and Public Works Maintenance Worker	\$108.55 per hour
23	Anti-Vehicle Barrier, Special Event Road Closure	Actual Cost
24	Temporary No Parking Signs	\$1.00
25	Temporary Alcohol Restricted Signs	\$1.00
26	Temporary Banner Permit	\$105.00
27	Use of the Civic Center lawn, deck and stairs for approved special events coordinated by a for-profit organization	\$55 per hour
28	Use of Town Plaza Park for approved special events	\$55 per hour
29	Facility Deposit	\$500
30	Street Pole Banner Program	\$220 per banner (includes install and removal)

Business License

31	Business License Processing Fee - New	Out of Town \$20.00
		In Town \$40.00
32	Business License Processing Fee - Renewal	Out of Town and In Town \$30.00

Other Services

33	Compact Disk or Tape of Council and Planning Commission Meetings (plus actual mailing costs, if applicable)	\$20.00 per DVD for meetings under 2 hours
		\$30.00 per DVD for meetings over 3 hours
34	Copy - Digital	\$10 per device
35	Initial Returned Check Fee	\$25.00
36	Subsequent Return Check Fees [CA Civil Code Section 1719(a) (1)]	\$35.00
37	Election Filing Fee	\$25.00
38	Town Credit Card Processing Fee	2.40%

ADMINISTRATIVE SERVICES

Other Services

39	Third Party Vendor Business License Electronic Payment Processing Fees	Credit and Debit Card Processing 2.9% of transaction amount, minimum of \$2.00
		ACH/eCheck \$1.25 per transaction
		Returned Payments/NSF \$25.00
40	Third Party Vendor Parking Citations and Permits Electronic Payment Processing Fee	\$3.95
41	Request for Service Not Covered by any Other Fee	Fully allocated hourly rates for all personnel
42	Initiative/Referendum Petition Filings Fee	\$200.00

ATTORNEY SERVICES

1	Conditions, Covenants & Restrictions (CC&R) Review and Approval	Fully allocated hourly rates for all personnel
2	Simple Covenant/Deed Restriction	Fully allocated hourly rates for all personnel
3	Subdivision Improvement Agreements	Fully allocated hourly rates for all personnel
4	Encroachment Agreements	Fully allocated hourly rates for all personnel
5	Miscellaneous (Legal Agreements, Real Property, etc.)	Fully allocated hourly rates for all personnel

DEVELOPMENT SERVICES

General Development Fees

1	Reproduction (sent out) plus actual mailing costs, as applicable. Maps, plans, etc. (larger than 11" x 17")	Actual Cost - sent to San Jose Blueprint
2	Data Duplication service and fee for partial or full copies of each digital standard Town data file on one-time request basis. 8 1/2" x 11" copy, standard	\$.25 per page
3	Document Storage Fee - Laserfiche	Actual Cost
4	Duplicate Plans Set	\$154.00/hr. (1/2 hr. minimum)
5	Research Records Charge for Staff Research beyond 30 minutes	Fully allocated hourly rate for all personnel
6	Address Processing Fee - per address	\$190.00
7	Computer Surcharge on all Building/Plumbing/Mechanical/Electrical/Grading/Encroachment/Planning Permits/Applications and any other Permits/ Applications except Park Permit/Applications	4% of development application fee
8	Engineering Development Review Service Fee - Building Permit and Building Plan Check*	5% of permit or plan check
9	Request for Service Not Covered by Any Other Fee	Actual Cost
10	Pre-application Conference Fee	Courtesy meeting
11	Applications for Work Unlawfully Completed	Double current application fee
12	BMP Document Processing Fee	\$686.00
13	Public Art In-Lieu Fee	1% of building permit valuation

****These fees are applied to permits or plan checks that require engineering services.***

Reports, Agendas, and Minutes

14	Development Review Committee Agendas	\$37.00
15	Planning Commission Agendas	\$25.00
16	Planning Commission Minutes	Actual Cost
17	Plan Copies - microfiche or other reprints sent to an outside firm	\$31.00 plus costs
18	Plan Copies - blueprint reproduction in house	\$3.00 per page
19	Copy of Subdivision Ordinance	\$26.00
20	General Plan (including maps)	\$26.00
21	Hillside Specific Plan	\$5.80
22	Hillside Development Standards and Design Guidelines	\$19.45

DEVELOPMENT SERVICES

Reports, Agendas, and Minutes (continued)

23	Commercial Design Guidelines	\$20.50
24	Subdivision Ordinance	\$26.00
25	General Plan/Zoning Maps (24" x 36") - Black & White	\$9.00
26	General Plan/Zoning Maps (24" x 36") - Color	\$42.00
27	Blossom Hill Open Space Study	\$14.00
28	Commercial Specific Plan Report	\$12.00
29	Residential Design Guidelines	\$21.50
30	Housing Element Technical Appendix	\$24.75
31	2015-2023 Housing Element	\$39.00
32	Los Gatos Boulevard Plan	\$9.50
33	North Forty Specific Plan (adopted June 2015)	\$45.25

Landscape

Final occupancy clearance (new construction or remodel)

34	Park Staff Time Spent for Major Development Applications	\$543.00*
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Basis:

Development Review Committee Meetings – 1.5 hrs. (estimate)

Site Visits – 4.0 hrs. (estimate)

Review Plan – 4.0 hrs. (estimate)

****Note: Time spent over and above the initial application fee will be billed at the current employee billing rate plus equipment hourly rate.***

Annexation Fees

35	1 Lot	\$3,590.00
36	2 Lots	\$1,795.00
37	3 Lots	\$1,199.00
38	4 Lots	\$900.00
39	5 Lot or more	\$715.00

****Annexation Advertising Deposit (varies as to size of map) - \$1,000.00 to \$2,200.00***

Any remaining deposit will be refunded to the applicant and amounts exceeding the deposit amount will be paid by applicant.

DEVELOPMENT SERVICES

Seismic Hazards Mapping Program Fee (SMIP)

For residential construction of three stories and less (Category 1), the permit fee is \$13.00 per \$100,000. For all other construction (Category 2), the permit fee is \$28.00 per \$100,000. This fee is required by the State of California to identify and map zones of particular seismic hazards. Five percent of the fee is retained by the Town to be used solely for earthquake preparedness.

Capital Improvement Tax (Construction)

Based on \$0.18 for each square foot of building addition or alteration, which increases floor area of an existing building.

Underground Utility Tax (Utilities)

Based on \$0.18 for each square foot of building addition or alteration, which increases floor area of existing building.

Park Fund Tax (Parks)

Based on \$0.04 for each square foot of building addition or alteration, which increases floor area of an existing building.

Building Division

Building Permit Fees

40	Fee for issuing/reinstating a Building Permit	\$65.00
41	Additional Building Permit Fee	\$36.00
42	Demolition Permit	Residential: \$317.00
		Commercial: \$554.00

Building Permit Fees for New Construction and Addition

The fee for each building permit shall be based upon the 1997 Uniform Building Code as amended by the 2010 California Building Code.

A building valuation regional modifier of 2.32 shall be used in conjunction with the Building Valuation Data provided in the publication, Building Valuation Data, published by the International Code Council – February 2012. Hillside Homes shall use a modifier of 3.246 and Commercial Office Tenant Improvements shall use a modifier of 1.16. The Building Valuation Data will be increased yearly by the Engineering News Record (ENR) Annual Building Cost Index (BCI) for every year thereafter.

DEVELOPMENT SERVICES

Building Permit Fees for New Construction and Addition

	Total Valuation	Fee
43	\$1.00 to \$500.00	\$39.00
44	\$501.00 to \$2,000.00	\$39.00 for the first \$500.00 plus \$5.10 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
45	\$2,001.00 to \$25,000.00	\$116.00 for the first \$2,000.00 plus \$23.44 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
46	\$25,001.00 to \$50,000.00	\$655.00 for the first \$25,000.00 plus \$16.91 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
47	\$50,001.00 to \$100,000.00	\$1,077.00 for the first \$50,000.00 plus \$11.73 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
48	\$100,001.00 to \$500,000.00	\$1,664.00 for the first \$100,000.00 plus \$9.37 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
49	\$500,001.00 to \$1,000,000.00	\$5,414.00 for the first \$500,000.00 plus \$7.95 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
50	\$1,000,001.00 and over	\$9,391.00 for the first \$1,000,000.00 plus \$5.27 for each additional \$1,000.00 or fraction thereof

DEVELOPMENT SERVICES

Building Permit Fees for Remodels, Alterations, and Repairs

The Building Official shall establish the valuation of said improvements, and fees will be assessed as per Valuation Schedule above.

Special Services & Inspections

51	Inspection outside normal business hours (4 hr. minimum)	\$229.00/hr.
52	Re-inspection fees	\$190.00/hr.
53	Inspections for which no fee is specifically indicated (2 hr. minimum)	\$190.00/hr.
54	Additional plan review required by changes, additions or revisions to plans (1 hr. minimum)	\$181.00/hr.
55	For use of outside consultants for plan checking and/or inspections	Actual Cost
56	Services for which no fee is specifically indicated (1/2 hr. minimum)	\$190.00/hr.
57	Permit/Plan check time extension (per permit) (applies to permits that have not expired)	\$93.00
58	Express plan review or initial review (1 hr. minimum)	\$190.00/hr.
59	Application for the Appeals Building Board Review	\$325.00
60	Temporary Certificate of Occupancy	\$1,306.00

Plan Review Fee

A plan review fee shall be charged at the time of filing application. This fee is separate from and shall be in addition to the building permit fee. This fee is calculated at sixty-five percent (65%) of the building permit fee as per the valuation schedule starting on page 6.

Other Miscellaneous Factors to Determine Construction Valuation

61	Convert Garage to habitable space	\$140.00/sq.ft.
62	Convert unfinished basement or attic to habitable	\$151.00/sq.ft.
63	Pools/Spas (gunite)	\$90.00/sq.ft.
64	Siding - aluminum/vinyl/wood	\$38.00/sq.ft.
65	Antennas & Towers	Const.Value As Applied under valuation schedule on page 6
66	Commercial Awning or Canopy	Aluminum \$38.00/sq.ft.
		Canvas \$28.00/sq.ft.

DEVELOPMENT SERVICES

Other Miscellaneous Factors to Determine Construction Valuation (continued)

67	Fence or Freestanding Wall (over 6" high)	Wood or metal \$59.00/sq.ft.
		Masonry \$101.00/sq.ft.
68	Decks/Balcony	\$56.00/sq.ft.
69	Wood Deck	\$24.00/sq.ft.
70	Re-roofs	\$3.37/sq.ft.
71	Retaining Walls	\$127.00/sq.ft.

Special Systems Fees

72	Emergency generation, wind power, special HVAC systems, etc.	Plan Review (1 hr. minimum) \$181.00/hr.
		Field Inspection (2 hr. minimum) \$190.00/hr.
73	Photovoltaic - Roof & Ground Mounted - Residential	Plan Review (1/4 hr. minimum) \$181.00/hr.
		Field Inspection (1 hr. minimum) \$190.00/hr.
74	Photovoltaic - Roof & Ground Mounted - Commercial	Plan Review (1 hr. minimum) \$181.00/hr.
		Field Inspection (2 hr. minimum) \$190.00/hr.

Electrical Permit Fees

75	Fee for issuing/reinstating an Electrical Permit	\$65.00
76	Additional Electrical Permit Fee	\$29.00
77	New Residential Construction (new buildings only, including garages)	\$.12 sq. ft
78	Commercial Construction	\$.09 sq. ft

Plan Review & Re-inspection Fees

79	Plan review fee	25% of Electrical Permit Fee
80	Additional plan review	\$181.00/hr.
81	Re-inspection fee	\$190.00/hr.

DEVELOPMENT SERVICES

System Fee Schedule

82	Private swimming pools	\$76.00
83	Public swimming pools	\$137.00
84	Temporary power poles	\$93.00
85	Temporary distribution system & temporary lighting	\$46.00
86	Installation of illuminated signs (each)	\$120.00

For alterations to existing pools, use Unit Fee Schedule fees listed on page 10.

Unit Fee Schedule

87	Receptacle, switch and lights	\$2.26
88	Residential appliances/new circuits (cook top, oven, range, disposals, clothes dryers, or other motor operated appliances not exceeding one horsepower)	\$7.25
89	Nonresidential appliances/new circuits (medical & dental devices, food, beverage, drinking fountains, laundry machines, or other similar equipment) NOTE: for other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Generators/Motors	\$9.32
90	Photovoltaic system (residential)	\$90.00
91	Solar systems (including controls)	\$90.00
92	Power apparatus (generators, transformers, A/C, heat pumps, baking equipment)	Up to 10 KV, each \$19.00
		Over 10 KV not over 50 KV, each \$38.00
		Over 50 KV and not over 100 KV, each \$76.00
		Over 100 KV, each \$100.00
93	Motors	Up to 10 hp \$19.00
		Up to 25 hp \$38.00
		Up to 55 hp \$76.00
		Over 55 hp \$110.00
94	Transformers	Up to 5 KVA \$19.00
		Up to 10 KVA \$38.00
		Up to 50 KVA \$63.00
		Over 50 KVA \$92.00
95	Busways/conduits (per 100 ft)	\$9.32

DEVELOPMENT SERVICES

Unit Fee Schedule (continued)

96	Service equipment	200 amps or less \$93.00
		201 to 999 amps \$128.00
		Sub-panels \$46.00
97	Installation of spas or saunas	\$46.00

Other Electrical Fees

98	Duplicate job card	\$29.00
99	Permit extension (applies to permits that have not expired)	\$93.00

Mechanical Permit Fees

100	Fee for issuing/reinstating a Mechanical Permit	\$65.00
101	Additional Mechanical Permit Fee	\$29.00
102	New Residential Construction (new buildings only, including garages)	\$.12 sq. ft
103	Commercial Construction	\$.09 sq. ft

Plan Review & Re-inspection Fees

104	Plan review fee	25% of Mechanical Permit Fee
105	Additional plan review	\$181.00/hr.
106	Re-inspection fee	\$190.00/hr.

Unit Fee Schedule

107	Installation, of each heating system, A/C, boiler, compressor or air handler	\$46.00
108	Each duct repair or alteration	\$13.46
109	Each fireplace appliance	\$38.00
110	Each ventilating fan	\$13.46
111	Installation of separate flue or vents not included with the installation of an appliance	\$13.46
112	Installation of each hood with mechanical exhaust	Residential \$38.00
		Commercial \$137.00
113	Each new or repair of gas piping system	\$84.00
114	Each additional gas outlet	\$27.00
115	Installation of evaporative cooler	\$38.00

DEVELOPMENT SERVICES

Other Mechanical Fees

116	Duplicate job card	\$29.00
117	Permit extension (applies to permits that have not expired)	\$93.00

Plumbing Permit Fees

118	Fee for issuing/reinstating a Plumbing Permit	\$65.00
119	Additional Plumbing Permit Fee	\$29.00
120	New Residential Construction (new buildings only, including garages)	\$.12 sq. ft
121	Commercial Construction	\$.09 sq. ft

Plan Review & Re-inspection Fees

122	Plan review fee	25% of Plumbing Permit Fee
123	Additional plan review	\$181.00/hr.
124	Re-inspection fee	\$190.00/hr.

System Fee Schedule

125	Private swimming pools (including heater, water piping, gas piping)	\$110.00
126	Public swimming pools (including heater, water piping, gas piping)	\$165.00
127	Lawn sprinkler system on one meter	\$46.00
128	Each new or repair of gas piping system	\$84.00
129	Each drainage, sewer system	\$46.00
130	Radiant floor heating system	\$137.00

Unit Fee Schedule

131	Each plumbing fixture or trap or set of fixtures on one trap	\$13.46
132	Each sewer cleanout, backflow device	\$13.46
133	Each septic system abatement	\$137.00
134	Rainwater systems - per drain (inside building)	\$13.46
135	Each water heater, water softener	\$38.00
136	Each grease interceptor (750 gallon capacity)	\$93.00
137	Each grease trap (1-4 fixtures)	\$53.00
138	Residential water re-piping	\$137.00

DEVELOPMENT SERVICES

Unit Fee Schedule (continued)

139	Each ejector/sump pump	\$46.00
140	Each vacuum breaker/hose bib	\$13.46
141	Each water piping system repair or replacement	\$28.00
142	Each additional gas outlet	\$28.00

Other Plumbing Fees

143	Duplicate job card	\$29.00
144	Permit extension (applies to permits that have not expired)	\$93.00

Other Building Fees

145	Duplicate Inspection Card	\$36.00
146	NPDES Inspection Fee (Charged on all building permits with the potential to generate non-point source storm water runoff during construction)	\$84.00
147	SB 1186 Accessibility Fee	\$4.00

Building Fee Refunds

Request must be received within 1 year of original payment date. Subject to approval by the Chief Building Official.

- Building Permit - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- Subtrade Permit - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- PV Permits - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- Building Plan Check - 80% if cancelled or withdrawn before any plan check review has begun.
- Microfilm/Laserfiche - 80% of actual cost minus refund request page.
- Planning Plan Check - 0%
- Computer services (4%) - 0%
- Issuance Fee - 0%
- Credit Card processing fee - 0%
- Title 24 Fee - 0%
- Capital Improvement Tax - 100%
- Utility Tax - 100%

DEVELOPMENT SERVICES

Building Fee Refunds (continued)

- Park Tax - 100%
- Storm Drain (ENG) - 100%
- Road Impact Basin - 100%
- Seismic Tax (SMIP) 5% - 100%
- Seismic Tax (SMIP) 95% - 100%
- General Plan Update - 100%
- NPDES - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- Building Standards - 0%
- Itemized items - 100%
- Online permits such as water heaters, furnace, and electrical permits - 100%

State of California Title 24 Part 2 Energy and Accessibility Code and Regulation Plan Review and Inspection Fees

A surcharge shall be added to the building permit fee for the cost to plan review and inspect for compliance with State of California Title 24 Regulations. This fee is calculated at fifteen percent (15%) of the building permit fee. This fee is applied whenever a plan review is assessed.

State of California Mandated Building Standards Fee – SB 1473

A surcharge shall be added to all building permits at the rate of four dollars (\$4) per one hundred thousand dollars (\$100,000) in valuation, with appropriate fractions thereof, but not less than one dollar (\$1). These funds will be available to the California Building Standards Commission, the Department of Housing and Community Development, and the Office of the State Fire Marshall for expenditure in carrying out the provisions of the State Building Standards Law and provisions of State Housing Law that relate to building standards. Up to ten percent (10%) shall be retained for related administrative costs and for code enforcement education.

DEVELOPMENT SERVICES

Planning Division

The fees listed below constitute all fees imposed by the Planning Division. Certain types of applications must be reviewed / processed by other departments/agencies, which may impose separate fees. Applicants are advised that the fees for those services are not included in the Planning Department's fees. Where the term "actual cost" is used here, it shall mean: materials, supplies (including any costs of noticing or publication), outside consultants, employee cost will be billed at the top step, plus benefits, plus overhead. The following fee schedule is established for applications filed pursuant to the Town Code. The fees are collected by the Community Development Department at the time the application is filed unless otherwise noted.

- Fees for Additional Processing - In the event additional processing services by the Town are required due to changes, modifications, additions, errors, omissions, or discrepancies caused by the applicant or his/her agents or representatives, the applicant shall pay an additional fee as determined by the Director of Community Development to cover the actual cost.
- Fees for Lack of Progress - If additional information is required by the Town for an application and the requested information is not submitted within 180 days, the applicant will be required to pay a fee of 10 percent of the current application fee at the time the requested information is submitted. Any re-submittal after one year will be processed as a new application, subject to new fees.
- Fees for Major Projects - If it is anticipated that the application processing costs of selected major projects will significantly exceed the following fees, the Director of Community Development may collect a deposit and charge actual time spent to process the applications based upon current hourly rates.
- Surcharges - All of the following applications are subject to the surcharge fees as set forth in General Development Services and in the Zoning Research section of Planning Division.

DEVELOPMENT SERVICES

Zoning Approvals - Architecture and Site Applications – Development Review Committee (DRC) Approval

148	New single family detached (HR and RC zones) <i>Engineering Development Review Service Fee</i>	\$10,707.00
		\$4,950.00
149	New non-custom single family detached (HR and RC zones) per unit/model, as part of a Planned Development** <i>Engineering Development Review Service Fee</i>	\$7,435.00
		\$4,947.00
150	New single family or two family units <i>Engineering Development Review Service Fee</i>	\$7,379.00
		\$4,948.00
151	New single family or two family (any other zone) per unit/model new nonresidential or multiple family per building as part of a Planned Development** <i>Engineering Development Review Service Fee</i>	\$5,272.00
		\$4,952.00
152	Minor projects (a development proposal that does not significantly change the size, mass, appearance or neighborhood impact of a structure, property or parking lot i.e. minor grading permit) <i>Engineering Development Review Service Fee</i>	\$2,674.00
		\$3,799.00

Zoning Approvals – Architecture and Site Applications – Planning Commission Approval

153	Supplemental fee DRC applications as determined with fee #146 or minor residential development applications or applications that are part of a Planned Development that require Planning Commission approval <i>Engineering Development Review Service Fee</i>	\$3,778.00
		\$1,380.00
154	New two family unit <i>Engineering Development Review Service Fee</i>	\$11,254.00
		\$4,950.00
155	New nonresidential (includes conceptual Planned Development elevations and mixed use that includes two or fewer buildings) <i>Engineering Development Review Service Fee</i>	\$12,917.00
		\$4,950.00

DEVELOPMENT SERVICES

Zoning Approvals – Architecture and Site Applications – Planning Commission Approval (continued)

156	New multiple family (includes conceptual Planned Development elevations that include two or fewer buildings) <i>Engineering Development Review Service Fee</i>	\$11,743.00
		\$4,948.00
157	New multiple family, mixed use, or non residential project with more than two buildings	Actual Cost and minimum \$20,000 deposit

****Aside from the fees noted above, no additional Architecture and Site application fees will be assessed for projects that involve a historic structure or site.***

*****Any changes proposed to model homes, nonresidential, or multiple family buildings, a supplemental fee shall be based on a time and materials basis to review the changes.***

Conditional Use Permits

158	Conditional Use Permit (PC Approval) <i>Engineering Development Review Service Fee</i>	\$7,574.00
		\$1,611.00
159	Conditional Use Permit (when consolidated with another application for new development) <i>Engineering Development Review Service Fee</i>	\$1,259.00
		\$923.00
160	Conditional Use Permit (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$4,609.00
		\$1,383.00
161	Applications that require Town Council Approval (these fees supplement the above established fees) <i>Engineering Development Review Service Fee</i>	\$3,592.00
		\$1,381.00
		Transcription of Planning Commission minutes - Actual cost and minimum \$500.00 deposit

Rezoning (other than Planned Development)

162	Without General Plan or Specific Plan Amendment	Actual Cost (\$5,000.00 minimum)
163	With General Plan or Specific Plan Amendment	Actual Cost (\$7,000.00 minimum)
164	Transcription fee of Planning Commission minutes	Actual Cost and minimum \$500.00 deposit

DEVELOPMENT SERVICES

Planned Development

165	Without General Plan or Specific Plan Amendment	Actual Cost
166	Without General Plan or Specific Plan Amendment (HR or RC Underlying Zone)	Actual Cost
167	With General Plan or Specific Plan Amendment	Actual Cost
168	With General Plan or Specific Plan Amendment (HR or RC Underlying Zone)	Actual Cost
169	Town Council Modification to a Planned Development	Actual Cost (\$5,000.00 minimum)
170	DRC Modification to a Planned Development	Actual Cost (\$3,000.00 minimum)
171	Publication costs for the planned development ordinance shall be paid by the applicant	
172	Transcription fee of Planning Commission minutes	Actual Cost and minimum \$500.00 deposit

Planning Division Certificates of Use and Occupancy

173	Change of use	\$274.00
174	Change of occupancy (excluding change of proprietor of a continuing business enterprise)	\$184.00
175	Use/occupancy clearance if Conditional Use Permit is required or occupancy of a new accessory dwelling unit	No fee

Sign Application

176	New permanent sign	\$369.00
177	Temporary nonresidential sign	\$118.00
178	Change of face only	\$184.00
179	Sign program	\$2,474.00

Administrative Land Use Permit

180	Minor telecommunications facility (i.e. microcell, 8,021 lb. or equivalent)	\$1,831.00
181	Major telecommunications facility which do not require a Conditional Use Permit	\$4,389.00

DEVELOPMENT SERVICES

Other Zoning Approvals Fees

182	Variance	\$5,570.00
	<i>Engineering Development Review Service Fee</i>	\$1,611.00
183	Minor Residential Development (see #151)	\$2,674.00
184	Agricultural Preserve Withdrawal	\$4,544.00
185	Hazardous Materials Storage Facility Application	Fully allocated rate of all personnel, plus noticing fees
186	Home Occupation Permit	\$184.00
187	SB 330 Preliminary Application	Actual Cost (\$500 minimum deposit)
188	SB 35 Preliminary Application	Actual Cost (\$500 minimum deposit)
189	Two-Unit Housing Development	\$1,598.00
190	Urban Lot Split	\$1,598.00
191	Mobile Home Park Conversion Permit	Fully allocated rate of all personnel with initial deposit of \$5,000.00
192	General Plan/Town Code Amendments	Fully allocated rate of all personnel with initial deposit of \$5,000.00 plus additional fees

Subdivisions

193	Lot Line Adjustment (DRC Approval)	\$2,538.00
	<i>Engineering Development Review Service Fee</i>	\$4,259.00
194	4 Lots or Less (DRC Approval)	\$10,226.00
	<i>Engineering Development Review Service Fee</i>	\$4,723.00
195	4 Lots or Less (as part of a Planned Development) (DRC Approval)	\$4,223.00
	<i>Engineering Development Review Service Fee</i>	\$4,952.00
196	5 Lots or More	\$11,520.00
	<i>Engineering Development Review Service Fee</i>	\$6,100.00
197	5 Lots or More (as part of a Planned Development) (DRC Approval)	\$4,951.00
	<i>Engineering Development Review Service Fee</i>	\$6,103.00
198	Vesting Tentative Map (VTM)	Actual Cost plus \$500.00 deposit and additional fees

DEVELOPMENT SERVICES

Subdivisions (continued)

199	Lot Merger and Reversion to Acreage (DRC Approval)	\$1,258.00
	<i>Engineering Development Review Service Fee</i>	\$4,258.00
200	Condominium	\$8,878.00
201	Condominium (as part of a Planned Development)	\$4,223.00
202	Certificate of Compliance (DRC Approval)	\$3,668.00
	<i>Engineering Development Review Service Fee</i>	\$2,646.00
203	VTM applications that require Town Council approval, Subdivision and/or DRC applications that require Planning Commission approval. This fee supplements the above-established fees.	\$3,368.00

Miscellaneous Application Fees

204	Time Extensions to Approved Application	50% of current fee (excluding fees based on actual cost)
205	Modification to Approved Application	75% of current fee (excluding fees based on actual cost)
206	Conceptual Development Advisory Committee Review	\$2,966.00
		Special Noticing - Actual Cost (minimum \$500.00 deposit)
207	Push Cart Permit Sidewalk Vending Permit	\$587.00
208	Auto Dealer Events	Smaller Promotional Events \$98.00
		Large Promotional Events \$478.00
209	News rack Permit Fee	\$465.00
210	Firearms Dealer Permit (Town Ordinance 2217 dated 6/17/2013)	Fully allocated hourly rate of all personnel plus any necessary outside costs and initial \$2,000.00 deposit

Environmental Assessment Fees

211	Categorical Exemption	No fee
212	Initial Study Deposit***	Fully allocated hourly rate of all personnel with initial \$5,000.00 deposit

DEVELOPMENT SERVICES

Environmental Assessment Fees (continued)

213	Draft Initial Study Review Fee (or actual cost if part of a Planned Development, General Plan and/or Town Code Amendment <i>Engineering Development Review Service Fee</i>)	\$3,322.00
		\$2,303.00
214	Environmental Impact Report	Consultant's fee
215	Draft EIR Review Fee	Fully allocated hourly rate of all personnel plus any necessary outside costs
216	Impact Monitoring Program (AB3180)	Fully allocated hourly rate of all personnel plus any necessary outside costs

*****The \$5,000 fee is a deposit only. The specific cost of the Initial Study and any required special studies shall be borne by the applicant. The deposit shall be increased before the Town will authorize work exceeding the amount on deposit. Any deposit balance will be refunded.**

Surcharges

217	General Plan update surcharge	.5% of building valuation for new construction and additions/10% of zone change and subdivision fee
218	Advanced Planning projects	10% of application fee
219	Administrative Fee	10% of development application fees

Appeals

220	Fee to appeal Planning Commission decision to Town Council	Per Residential \$523.00
		Per Commercial, multi-family or tentative map \$2,102.00
221	Fee to remand applications from Town Council to Planning Commission	Fully allocated hourly rate for all personnel plus additional fees

DEVELOPMENT SERVICES

Appeals (continued)

222	Fee to appeal Director of Community Development, Development Review Committee, Historic Preservation Committee, or Santa Clara County Fire Department Exception Request (PRC 4290) decision to Planning Commission	Per Residential \$264.00
		Per Commercial \$1,052.00
223	Tree appeals	\$107.00
224	Appeal transcription fee of Planning Commission minutes (only applies to appeals from Planning Commission to Town Council)	Actual Cost - minimum \$500.00 deposit

Zoning Research

225	Basic Zoning Letter	\$184.00
226	Legal non-conforming verification	\$775.00
227	Reconstruction of legal non-conforming structures (Burndown Letter)	\$329.00

Other Planning Division Fees

228	Fence Height Exceptions	\$329.00
229	Peer/Technical Review - any remaining deposit will be refunded to the applicant and amounts exceeding the deposit amount will be paid by applicant	Fully allocated hourly rate of all personnel plus any necessary outside costs and initial \$2,000.00 deposit
230	Fees For Additional Tech Review and/or DRC Review - DRC beyond three meetings, Planning Commission hearing beyond two meetings, Town Council hearing beyond one meeting	Fully allocated hourly rate of all personnel involved plus additional fees
231	Consultation	Actual cost on an hourly basis
232	Research Services Minimum Charge	Fully allocated hourly rate for all personnel with initial \$200.00 deposit
233	Building Permit Plan Check Fee	20% of building fee
234	Below Market Price Housing Program In-Lieu Fee	6% of the building permit valuation for the entire project

DEVELOPMENT SERVICES

Other Planning Division Fees (continued)

235	Outdoor Seating Permit	Fully allocated hourly rate for all personnel with initial \$1,000.00 deposit
236	Valet Parking Permit	Fully allocated hourly rate for all personnel with initial \$1,000.00 deposit
237	Parklet Program	Fully allocated hourly rate for all personnel with initial \$1,000.00 deposit
238	Shared Parking Permit	Actual Cost (\$1,000 deposit)

Payment of Application Fees

All application fees are to be paid at the time the applications are submitted to the Community Development Department. If the applicant withdraws an application, which requires a hearing by the Planning Commission, prior to processing the application for the hearing, 40% of the paid application fee shall be refunded to the applicant at the discretion of the Director of Community Development. All other fees are non-refundable.

DEVELOPMENT SERVICES

Engineering Division

The following fees constitute a comprehensive listing of the various fees charged by the Engineering Program. Certain types of application/permits must be reviewed and/or processed by other Town departments or public agencies, which may charge separate fees. Applicants are advised that the fees for those services are not included in the Engineering Program's fees. Where the term "actual cost (s)" is used here it shall mean: materials, supplies (including any costs of noticing or publication), outside consultants and employee cost, (including salary, benefits and overhead).

Engineering Plan Check Fee (Public Improvements & Grading Permits) *

239	Application Fee	\$585.00
240	Under \$20,000.00	15.5% of valuation
241	\$20,001.00 to \$80,000.00	\$3,697.00 plus 9% of valuation
242	Greater than \$80,001.00	\$10,137.00 plus 8.5% valuation
243	Each additional plan check beyond three reviews	Fully allocated hourly rate for all personnel

** Work done at night or on weekends shall be charged the actual costs of staff*

Inspection Fee (Public Improvements & Grading Permits)

244	Under \$20,000.00	7.5% of valuation
245	\$20,001.00 to \$80,000.00	\$1,790.00 plus 6.5% of valuation
246	Greater than \$80,001.00	\$6,440.00 plus 4.0% of valuation

DEVELOPMENT SERVICES

Work In or Use of Public Right-of-Way *

247	Encroachment Permit - Residential	Work up to \$4,000.00 - \$363.00
		Each additional \$2,000.00 - \$190.00
248	Encroachment Permit - Collector/Arterial Streets**	Work up to \$4,000.00 - \$1,884.00
		Each additional \$2,000.00 - \$411.00
	Encroachment Permit - Consultant Plan Review and Inspection Services for serial applications (10+ per year) or specialty applications	Consultant fee based on scope, plus the base encroachment fee in the Engineering Division Fees 247 and 248, depending on street type.
249	Outside contractor underground utility locating surcharge (actual cost for outside contractor inspection fee may change)	\$95.00
250	Temporary Encroachment Permit	\$179.00
251	Dumpster Permit	\$179.00
252	Storage Permit	\$179.00***

*** Work done at night or on weekends shall be charged the actual costs of staff**

**** Single-family residences located along collector and arterial streets to be charged the residential fees above**

***** \$500.00 refundable Storage Unit Removal Deposit, to cover cost of removal, if abandoned**

NPDES

253	Inspection Fee - Grading Permits	Single Family Residential \$870.00
		Commercial or Multi Family Residential \$1,354.00
254	Inspection Fee - Encroachment Permits and Some Storage Permits	Single Family Residential \$239.00
		Commercial or Multi Family Residential \$387.00
		Plus \$579.00 per LID facility
255	Inspection of Storm Water Treatment Measures	\$597.00 per facility
256	Annual Stormwater/Limited Impact Development (LID) Permit	Per Visit and 1st facility inspection \$579.00
		Every additional facility inspection \$190.00
257	C-3 Permit Hydrologic Calculation	Consultant fee deposit of \$3,750.00 plus 25% administrative fee

DEVELOPMENT SERVICES

Engineering Subdivision Map Checking

258	1-4 lots	\$3,404.00*
		Certificate of Correction \$1,000.00 plus 25% administrative fee
259	5 or more lots	\$4,764.00*
		Certificate of Correction \$1,000.00 plus 25% administrative fee

****Plus, initial \$3,000 surveyor deposit. Additional deposit(s) of actual surveyor costs may be required for larger projects than 5 or more lots, additional map check review(s), or overall complexity of the map.***

Traffic Impact Analysis or Parking Study

260	Development Review (staff traffic impact analysis or Parking Study)	Actual Cost
		Consultant Report - Consultant Fee
261	Staff Review Fee	\$792.00 plus 10% of the traffic consultant report cost
262	Site Distance Analysis	\$213.00 per review not to exceed two hours. Actual cost for staff time when analysis exceeds two hours.
263	Traffic Impact Mitigation Fee	\$1,104.00 per new average daily trip generated

DEVELOPMENT SERVICES

Storm Drainage Fees

264	Development Projects	Single family lots Section 24.60.035(b) (3): For subdivisions with lots that exceed one acre, the fee shall not exceed that of one acre per lot \$5,041.00/ac.
		Multiple family dwelling units - initial unit \$5,041.00/ac.
		Multiple family dwelling units - each unit after initial (not to exceed \$5,205.00/ac.) \$189.00
		Commercial, industrial, hospitals, churches, schools, and others \$6,304.00/ac.
265	Building/Grading Permits (Building, Structures, & impervious areas)	New impervious surface area, per sq. ft. \$2.00/sq. ft.

Street Improvement In-Lieu Fee

266	Sidewalks	\$20.00/sq.ft.
267	Curb and Gutter	\$125.00/lf.

Other In-Lieu Fee

268	Trail Improvements	\$16.00/per sq. ft. or determined by Director
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Hauling Permits

269	House Moving Fee	\$4,162.00*
270	Hauling (Overweight Vehicle) Permit	Daily \$16.00**
		Annual \$90.00

****Plus initial deposit of \$5,000 for facilities damage***

*****The current State mandated fee is \$16.00 for Hauling Permit. If the State fee changes, the Hauling Permit fee will change to reflect the same.***

DEVELOPMENT SERVICES

Construction Activities Mitigation Fee (Ordinance 2189)

271	New Buildings and Additions	Residential (per square foot added) \$1.48/sq.ft.*
		Non-residential (per square foot added) \$1.48/sq.ft.*

**These two fees are adjusted based on the Building Cost Index*

DEVELOPMENT SERVICES

Other Engineering Fees

	Other Engineering Fees	
272	Engineering Reversion to Acreage	\$2,856.00 plus initial deposit of \$2,500 for surveyor
273	Engineering Lot Merger	\$4,149.00 plus surveyor deposit
274	Engineering Lot Line Adjustments	\$4,149.00 plus surveyor deposit
275	Certificate of Compliance	\$4,149.00 plus surveyor deposit
276	Abandon Excess Public Right-of-Way or Public Easement	\$5,181.00 plus surveyor and valuation consultant and planning services
277	Geotechnical Peer Review Fees	Consultant fee deposit of \$3,000 plus 25% administrative fee. Larger projects require an initial deposit of \$4,500 (plus 25% administrative fee) to allow for a site visit by the geotechnical peer review consultant.
278	Separate Instrument Dedication Fee (for dedication via grant deeds and not maps)	\$858.00 plus initial deposit of \$2,500 for surveyor
279	Slurry Seal Fee	\$3.00/sq. yd.
280	Flood Review Fee	Consultant Cost plus 25% Admin Fee
281	Miscellaneous Review Fee*	Actual Cost (including staff and consultant time)
	Entitlement Application - Consultant Plan Review – 10+ Units	Engineering Development Review Service fees listed in the Planning Division Fees (Fees 148-238), plus all outside consultant costs, with \$10,000 initial deposit paid at time of application.
	Building Permit Application - Consultant Plan Review and Inspection Services - 10+ units	All outside consultant costs, with \$10,000 initial deposit paid at time of application.

****This fee will be implemented for services including, but not limited to, wet weather inspections, annual inspections, review of operations and maintenance reports, coordination with property owner(s) and/or homeowner associations, etc.***

LIBRARY SERVICES

Lost or Damaged Items

1	Replacement of Adult book/AV item	Cost of item plus \$10.00 processing fee
2	Replacement of Teen/Children’s book/AV item	Cost of item plus \$5.00 processing fee
3	Replacement of Adult paperback	Cost of item plus \$5.00 processing fee
4	Replacement of magazine	Cost of item plus \$5.00 processing fee

In lieu of above, account holder may replace lost/damage item with new identical copy plus \$2.00 processing fee.

Internet printing and copies

5	Printing per page - Black and White Copies	\$0.15
6	Printing per page - Color Copies	\$0.25

History Project Digital Image

7	Fair Use Fees (for personal use only)	Free – Downloaded via History Website
8	Commercial Use Fees	\$25.00 per high resolution image

PARKS AND PUBLIC WORKS SERVICES

Parks Division

Oak Meadow Park – Picnic Areas (1 through 9)

1	Picnic Area Reservation Fee	Resident \$125.00 per site
		Non-Resident \$175.00 per site
2	Picnic Area Reservation Fee w/Jump House	Resident \$250.00 per site
		Non-Resident \$350.00 per site
3	Park Reservation Cancellation Fee	\$25 per park reservation

Other Oak Meadow Park Fees

4	Bocce Ball Court Fee	Resident \$125.00 per day
		Non-Resident \$175.00 per day
5	Parking Fee	Resident \$6.00 per vehicle
		Non-Resident \$6.00 per vehicle
6	Annual Parking Pass	\$95.00 per vehicle
7	Senior Annual Parking Pass	\$48.00 per vehicle (60 years or older)
8	Vehicle Escort Fee	Resident \$100.00
		Non-Resident \$125.00

Oak Meadow Park – Bandstand/Gazebo – Special Use Permit – Minimum two-hour reservation required

9	Special Use Permit Application Administrative Fee	\$25 per application
10	Non-Profit Event	Resident \$75.00 per hour
		Non-Resident \$130.00 per hour
11	Public Event	Resident \$125.00 per hour
		Non-Resident \$175.00 per hour
12	Deposit (refundable)	\$600.00
13	Bandstand/Gazebo Lawn Fee Non-Profit/Public	Resident \$75.00 per hour
		Non-Resident \$130.00 per hour

Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor

14	Picnic Area Reservation Fee	Resident \$125.00 per site
		Non-Resident \$175.00 per site
15	Picnic Area Reservation Fee w/Jump House	Resident \$250.00 per site
		Non-Resident \$350.00 per site
16	Park Reservation Cancellation Fee	\$25 per park reservation

PARKS AND PUBLIC WORKS SERVICES

Oak Meadow Park – Special Use Permit – Single Use

17	Special Use Permit Application Administrative Fee	\$25 per application
18	Permit Fee	Resident \$35.00 per hour
		Non-Resident \$45.00 per hour
19	Damage Deposit (refundable)	\$200.00 attendees of 150-300
		\$500.00 attendees over 300

Oak Meadow Park – Special Use Permit – Multi- Use Permit – Recreational/educational purposes only

20	Special Use Permit Application Administrative Fee	\$25 per application
21	Non Profit	Resident \$25.00 per hour
		Non-Resident \$35.00 per hour
22	Additional Day	Resident \$25.00 per hour
		Non-Resident \$35.00 per hour
23	Damage Deposit (refundable)	\$200.00 attendees of 150-300
		\$500.00 attendees over 300

Creekside Sports Park – Special Use Permit – Single Use

24	Special Use Permit Application Administrative Fee	\$25 per application
25	Permit Fee	Resident \$45.00 per hour
		Non-Resident \$55.00 per hour
26	Damage Deposit (refundable)	\$600.00

Creekside Sports Park – Special Use Permit – Multi-Use – Recreational/educational purposes only

27	Special Use Permit Application Administrative Fee	\$25 per application
28	Non Profit	Resident \$35.00 per hour
		Non-Resident \$45.00 per hour
29	Additional Day	Resident \$35.00 per hour
		Non-Resident \$45.00 per hour
30	Damage Deposit (refundable)	\$600.00

PARKS AND PUBLIC WORKS SERVICES

Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor (Groups of 25+ and/or Jump House)
Special Use Permit – Single Use Permit

31	Special Use Permit Application Administrative Fee	\$25 per application
32	Permit Fee	Resident \$35.00 per hour
		Non-Resident \$45.00 per hour
33	Damage Deposit (refundable)	\$200.00 attendees of 150-300
		\$500.00 attendees over 300

Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor (Groups of 25+ and/or Jump House)
Special Use Permit – Multi-Use Permit – Recreational/educational purposes only

34	Special Use Permit Application Administrative Fee	\$25 per application
35	Non Profit	Resident \$25.00 per hour
		Non-Resident \$35.00 per hour
36	Additional Day	Resident \$25.00 per hour
		Non-Resident \$35.00 per hour
37	Damage Deposit (refundable)	\$200.00 attendees of 150-300
		\$500.00 attendees over 300

Turf Maintenance Fee

Additional fee added to any Park Use, when a permit's scheduled activity or event will negatively impact the park turf, (locations including but not limited to Oak Meadow, Town Plaza, and Civic Center lawn areas). The fee amount is to be based upon best estimate of turf repair cost, as determined by the Director of Parks and Public Works and/or Maintenance Superintendent.

Tree Related Fees

24	Tree Removal Permit Application*	One Tree \$250.00
		Additional Tree \$125.00/each
		If application is denied 50% refund
25	Illegal Tree Removal Administrative Fee	\$330.00
26	Replacement Trees - Town Forestry Fund Per Tree Ordinance Section 29.10.0985	Tree cost for each 24", 36", and/or 48" box size will be the Market Price plus the installation cost, determined by the Director

****Fee will be waived if tree removal is done to implement or maintain Defensible Space.***

PARKS AND PUBLIC WORKS SERVICES

Equipment Hourly Rates as Follows

27	Pick-up Truck	\$32.00
28	1 Ton Flatbed Truck	\$42.00
29	Utility Truck	\$57.00
30	Dump Truck (10 Wheel)	\$85.00
31	Dump Truck (Bobtail)	\$63.00
32	Paint Truck	\$85.00
33	Line Remover	\$26.00
34	Tractor Loader	\$63.00
35	Backhoe	\$85.00
36	Rubber-tired Loader	\$85.00
37	Roller	\$63.00
38	Van	\$37.00
39	Concrete Saw	\$32.00
40	Air Compressor	\$32.00
41	Arrowboard	\$32.00
42	Generator	\$26.00
43	Chainsaw	\$20.00
44	Blower	\$10.00
45	Paving Box	\$63.00
46	Rodder	\$63.00
47	High Pressure Sewer Cleaner	\$117.00
48	Brush Chipper	\$42.00
49	Chipper Truck	\$63.00
50	Aerial Unit	\$92.00
51	Street Sweeper	\$92.00
52	Forklift	\$42.00
53	Trailer	\$42.00
54	Message Board	\$10.81
55	Barricades	\$0.23
56	Cones	\$0.15
57	Portable Generators	\$28.04

Streets Division

Hazard and/or Debris Removal

58	Staff time spent to conduct hazard and or debris removal caused by citizen negligence	Fully allocated hourly rate of all personnel plus any outside costs
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PARKS AND PUBLIC WORKS SERVICES

Special Events Fees

59	Staff and equipment for special event requests	Fully allocated hourly rate of all personnel
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Electric Vehicle Charging Fee

60	System Connection Fee	\$1.00
61	Hourly Charge - 1- 4 hours	\$1.00/hour
62	Hourly Charge - after 4 hours	\$5.00/hour

POLICE SERVICES

Printing and Copying Charges

1	8 1/2" x 11 and 8 1/2" x 14	\$.25 per page
2	Copy - Digital	\$10.00 per device

Photographs

3	For the first 3	\$42.00
4	Each Additional	\$13.00

Concealed Weapons

5	Permit Fee, DOJ Fee, and Admin Fee	\$100.00
6	Renewal Permit	\$25.00
7	Amended Permit	\$10.00

Tow Trucks

8	Tow Permit	\$95.00
9	Driver Permit	\$290.00

Massage Permit Fees

10	Massage Establishment Permit (initial and subsequent renewals) (Ord 14.110.075)	\$335.00
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Fee covers staff time to process application, review pertinent documents and obtain all necessary approvals.

Special Events

11	ABC Application	No charge
12	No Parking Signs/Required Event Signage	\$1.00/each
13	Officer Staffing	Fully allocated hourly rate of all personnel
14	Bingo Permit	\$50.00

Other Special Police Services – Pursuant to Agreement between Police Chief and Requestor.

POLICE SERVICES

Motion Picture/Television/Commerical Still Photo

15	For-Profit Groups (each)	\$1,609.00
16	Non-For-profit Groups (each)	\$579.00

Emergency Response Caused By

17	DUI Emergency Accident Response (Government Code Section 53155)	Actual costs incurred up to \$12,000.00
18	Second Response due to Disturbances	At current billing rate

Alarm Fees

19	Commercial Alarm Registration Fee	\$95.00
20	Second False Alarm*	\$170.00
21	Third False Alarm*	\$170.00
22	Fourth False Alarm*	\$170.00
23	Fifth False Alarm*	No response, no charge, at the Chief's discretion

**Within a six-month period within a calendar year*

Citation issued for failure to display appropriate Permit or placard. Dismissal fee in lieu of full Bail Amount

24	Handicap CVC22507.8/22500(1)	\$37.00
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Parking Permit Fees

Residential Parking Permit

25	Annual residential parking permit (Limit 4 per residence)	Vehicle 1: \$52.00
		Vehicle 2: \$72.00
		Vehicle 3: \$92.00
		Vehicle 4: \$112.00
26	Visitor guest passes	Two (2) complimentary with the purchase of the primary permit
27	Special Event Permit -First permit (one day)	\$10.00
28	Special Event Permit -Each Additional (one day)	\$2.00
29	Lost permit replacement	\$37.00
30	Damaged permit or vehicle change (within calendar year)	\$18.00

POLICE SERVICES

Parking Permit Fees (continued)

Business Parking Permit

31	Standard Employee annual	\$0.00
32	Lost permit replacement	\$37.00
33	Damaged permit replacement (with return of permit)	\$18.00

Construction Parking Permit

34	One day parking permit per construction vehicle	\$32.00
35	Each additional day per vehicle	\$5.00

Other Police Fees

36	Subpoena Duces Tecum	Per California Evidence Code Section 1563
37	Solicitor/Peddler's Permit (need to obtain fingerprinting)	\$55.00
38	Taxicabs Permit	\$185.00 per business
39	Clearance Letter	\$25.00
40	Horse Drawn Vehicle Permit	\$270.00
41	Firearms Storage Fee	\$245.00 Admin Fee plus \$1.00 per firearm per day for storage
42	Vehicle Release	\$235.00
43	Vehicle Repossession Release Fee (Government Code Section 26751)	\$15.00
44	Non-Los Gatos Cite Sign Off	\$27.00
45	Feral Cat Feeder/Trap Permit	\$42.00

