



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

**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
DECEMBER 06, 2022
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
LOS GATOS, CA
7:00 P.M.**

PARTICIPATION IN THE PUBLIC PROCESS

How to participate: The Town of Los Gatos strongly encourages your active participation in the public process, which is the cornerstone of democracy. If you wish to speak to an item on the agenda, please follow the participation instructions on page 2 of this agenda. If you wish to speak to an item NOT on the agenda, you may do so during the “Verbal Communications” period, by following the participation instructions on page 2 of this agenda. The time allocated to speakers may change to better facilitate the Town Council meeting.

Effective Proceedings: The purpose of the Town Council meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Town of Los Gatos asks that you follow the Town’s meeting guidelines while attending Town Council meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and in the Town Code. Disruptive conduct is not tolerated, including but not limited to: addressing the Town Council without first being recognized; interrupting speakers, Town Council or Town staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

Deadlines for Public Comment and Presentations are as follows:

- Persons wishing to make an audio/visual presentation on any agenda item must submit the presentation electronically, either in person or via email, to the Clerk’s Office no later than 3:00 p.m. on the day of the Council meeting.
- Persons wishing to submit written comments to be included in the materials provided to Town Council must provide the comments as follows:
 - For inclusion in the regular packet: by 11:00 a.m. the Thursday before the Council meeting
 - For inclusion in any Addendum: by 11:00 a.m. the Monday before the Council meeting
 - For inclusion in any Desk Item: by 11:00 a.m. on the day of the Council Meeting

***Town Council Meetings Broadcast Live on KCAT, Channel 15 (on Comcast) on the 1st and 3rd Tuesdays at 7:00 p.m.
Rebroadcast of Town Council Meetings on the 2nd and 4th Tuesdays at 7:00 p.m.
Live & Archived Council Meetings can be viewed by going to:
www.LosGatosCA.gov/TownYouTube***

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CLERK DEPARTMENT AT (408) 354-6834. NOTIFICATION 48 HOURS BEFORE THE MEETING WILL ENABLE THE TOWN TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28 CFR §35.102-35.104]

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COUNCIL MEETING AGENDA
DECEMBER 06, 2022
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
LOS GATOS, CA
7:00 PM**

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 the Zoom webinar application (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.

PARTICIPATION

To provide oral comments in real-time during the meeting:

- **Zoom webinar:** Join from a PC, Mac, iPad, iPhone or Android device: Please click this URL to join: <https://losgatosca.gov.zoom.us/j/85272524316?pwd=ZEo5ZXRUZ3lURXB3UkVSUjNyNVRkQT09>
Passcode: 491103. You can also type in 852 7252 4316 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
 - 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.
- **Join by telephone:** Join by Telephone: Dial: USA 877 336 1839 US Toll-free or 636 651 0008 US Toll. Conference code: 686100
 - If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- **In-Person:** If you wish to speak during the meeting, please complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Clerk. If you wish to speak to an item on the agenda, please list the item number. If you wish to speak on an item NOT on the agenda, please list the subject and you may speak during the “Verbal Communications” period. The time allocated to speakers may change to better facilitate the Town Council meeting.

When called to speak, you may be asked to provide your full name and your town/city of residence. This identifying information is optional and not a requirement for participation. Please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for speakers at a Council meeting. If you wish to speak to an item or items on the Consent Calendar, please state which item number(s) you are commenting on at the beginning of your time.

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) or “Verbal Communications – Non-Agenda Item.” Comments received by 11:00 a.m. the day of the meeting will be reviewed and distributed before the meeting. All comments received will become part of the record.

RULES OF DECORUM AND CIVILITY

To conduct the business of the community in an effective and efficient manner, please follow the meeting guidelines set forth in the Town Code and State law.

The Town does not tolerate disruptive conduct, which includes but is not limited to:

- addressing the Town Council without first being recognized;
- interrupting speakers, Town Council, or Town staff;
- continuing to speak after the allotted time has expired;
- failing to relinquish the microphone when directed to do so;
- repetitiously addressing the same subject.

Town Policy does not allow speakers to cede their commenting time to another speaker. Disruption of the meeting may result in a violation of Penal Code 403.

MEETING CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCIL / MANAGER MATTERS

CONSENT ITEMS *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed 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 2 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. Approve Draft Minutes of November 15, 2022 Town Council Meeting.
2. Adopt a Resolution Reaffirming Resolution 2021-044 and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and, Due to Health and Safety Concerns for the Public, Authorizing the Use of Hybrid Meetings for the Town Council and the Continued Use of Virtual Meetings for Boards and Commissions While Town Staff Makes the Necessary Arrangements to Transition to Hybrid Meetings for All Town Boards, Commissions, and Committees.
3. Receive Fiscal Year (FY) 2021/22 Status Report on Receipt and Use of Development Impact Fees.
4. Fiscal Year 2022/23 Street Repair and Resurfacing Project (CIP Number 811-9901):
 - a. Approve the Preliminary Street List; and

- b. Authorize the Town Manager to Execute a Cost Sharing Agreement with the City of San José in an Amount Not to Exceed \$1 Million to Microsurface Los Gatos Almaden Road between Taft Drive and Leigh Avenue, Resurface Blossom Hill Road between Francis Oak Way and Union Avenue, and Resurface Union Avenue between Los Gatos Almaden Road and Blossom Hill Road.
- 5. Adopt a Resolution Declaring Certain Hazardous Vegetation Growing in the Town of Los Gatos to be a Public Nuisance, Describing Properties Where Such Nuisance Exists, and Setting a Public Hearing Date of January 17, 2023 to Consider Objections to the Proposed Abatement of Hazardous Vegetation for Properties Listed on the 2023 Weed Abatement Program Commencement Report and Order the Abatement.
- 6. Authorize the Following Actions Related to the Tyler Technologies Contract:
 - a. Authorize the Town Manager to Execute a Second Amendment to the Agreement with Tyler Technologies to Increase Compensation by \$33,000 for a Total Contract Amount Not to Exceed \$1,295,061; and
 - b. Authorize an Expenditure Budget Adjustment in the Amount of \$33,000 from Available Information Technology Fund.
- 7. Authorize the Town Manager to Execute a First Amendment to an Agreement for Services with LWP Claims Solutions to Provide Workers' Compensation Third-Party Administration (TPA) Services Effective January 1, 2023, through December 31, 2027, for an Amount of \$350,000, and for a Total Amount Not to Exceed \$521,357.
- 8. Authorize the Town Manager to Execute a First Amendment to Consultant Services Agreement with KPA Group for Design of Americans with Disabilities Act (ADA) Compliant Restrooms and Human Resources Offices (CIP 821-2117) and ADA Upgrades to Public Restrooms at the Adult Recreation Center (CIP 821-2601) in an Amount of \$40,365 for a Total Agreement Amount Not-to-Exceed \$140,365.

VERBAL COMMUNICATIONS *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda. To ensure all agenda items are heard and unless additional time is authorized by the Mayor, this portion of the agenda is limited to 30 minutes and no more than three (3) minutes per speaker. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment.)*

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

- 9. Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager Effective on the Anniversary Date and Authorize Salary and Benefits Budget Adjustments in the Amount of \$11,626 from Available General Fund Capital/Special Projects Reserve.
- 10. Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney, and Authorize Salary and Benefits Budget Adjustments in the Amount of \$3,872 from Available General Fund Capital/Special Projects Reserve.
- 11. Adopt a Resolution Amending the Comprehensive Fee Schedule for Fiscal Year (FY) 2022/23 Amending Certain Fees, Rates, and Charges for FY 2022/23.
- 12. Receive an Update on the Downtown Parking Program and Provide Feedback.

13. Receive a Project Update and Approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for Final Design.

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

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available for public inspection at the front desk of the Los Gatos Town Library, located at 100 Villa Avenue, and are also available for review on the official Town of Los Gatos website. Copies of desk items distributed to members of the Council at the meeting are available for review in the Town Council Chambers.

Note: The Town of Los Gatos has adopted the provisions of Code of Civil Procedure §1094.6; litigation challenging a decision of the Town Council must be brought within 90 days after the decision is announced unless a shorter time is required by State or Federal law.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 11/01/2022

ITEM NO: 1

**DRAFT
Minutes of the Town Council
November 15, 2022**

The Town Council of the Town of Los Gatos conducted a regular meeting in-person and utilizing teleconferencing means on Tuesday, November 15, 2022 at 7:00 p.m.

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

ROLL CALL

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

Absent: None

PLEDGE OF ALLEGIANCE

Mayor Rennie led the Pledge of Allegiance. The audience was invited to participate.

COUNCIL / MANAGER MATTERS

Council Matters

- Council Member Badame stated she attended the Dittos Lane affordable housing Ribbon Cutting, the West Valley Clean Water Authority Board meeting, and the Conceptual Development Advisory Committee meeting.
- Council Member Sayoc stated she attended the Cities Association Executive Board meeting, and announced this week is United Against Hate Week.
- Council Member Hudes stated he attended the Dittos Lane affordable housing Ribbon Cutting, Senior Services Roadmap Sub-Committee Meetings, the First Fridays Senior Service Committee event at the Palms for community members 55 years and older, and the annual Community Emergency Response Team (CERT) Drill; met with members of the Plant-Based Advocates; and attended the Santa Clara County Emergency Operation Area Council Meeting.
- Vice Mayor Ristow stated she attended the 5th Grade Bike Skills Training, the Dittos Lane affordable housing Ribbon Cutting, the Conceptual Development Advisory Committee meeting, the First Fridays Senior Service Committee event at the Palms, the Cities Association Workshop, the Veteran's Day Ceremony, and the Thanksgiving Day Luncheon put on by the Lion's Club for people 55 years and older; commented on United Against Hate Week; and announced Los Gatos Interfaith Thanksgiving Day Celebration on Thursday.
- Mayor Rennie stated he participated in some of the 55+ programs; and attended the Bay Area Air Quality Management District Board meeting, the Dittos Lane Ribbon Cutting, the Valley Transportation Authority Board meeting, the ribbon cutting for Todd Anderson Dentistry, the CERT Drill, Silicon Valley Clean Energy Risk Oversight Committee and Board meetings, the ribbon cutting for Restore Los Gatos Ribbon, the Cities Association Board

meeting, the Veteran's Day Ceremony, the Thanksgiving Day Luncheon put on by the Lion's Club, the Bay Area Air Quality Management District Legislative Committee meeting, and the Fire Safe Council meeting.

Manager Matters

- Announced the Boards, Commissions, and Committees recruitments are still underway, applications are due on December 2, at 4:00 p.m., and more information can be found on the Clerk webpage.
- Announced a Housing Element Advisory Board meeting will be held on Thursday, November 17 at 7:00 p.m. via teleconference.
- Announced a special meeting of the Planning Commission will be held on Monday November 21st via teleconference.
- Announced the free valet parking service will begin on Friday, November 25 in Downtown Los Gatos.
- Announced the Holiday Tree Lighting will take place at 6:00 p.m. on December 2, 2022 at Town Plaza Park.

CONSENT ITEMS

1. Approve the Draft Minutes of the November 1, 2022 Closed Session Town Council Meeting.
2. Approve the Draft Minutes of the November 1, 2022 Town Council Meeting.
3. Adopt a Resolution Reaffirming Resolution 2021-044 and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and, Due to Health and Safety Concerns for the Public, Authorizing the Use of Hybrid Meetings for the Town Council and the Continued Use of Virtual Meetings for Boards and Commissions While Town Staff Makes the Necessary Arrangements to Transition to Hybrid Meetings for All Town Boards, Commissions, and Committees. **RESOLUTION 2022-070**
4. Adopt an Ordinance to Amend Town Code Section 1.10.075, "Official Town Holidays – Designated; Exceptions," to Add the Juneteenth Holiday. **ORDINANCE 2333**
5. Adopt an Ordinance Effecting Amendments to Chapter 29 (Zoning Regulations) of the Town Code to Regulate Urban Lot Splits and Two-Unit Housing Developments in Compliance with Senate Bill 9. Town Code Amendment Application A-22-002. Location: Town-wide. Applicant: Town of Los Gatos. **ORDINANCE 2334**
6. Adopt an Ordinance Effecting Amendments Repealing and Replacing Chapter 6, Building Regulations, and Chapter 9, Fire Prevention and Protection, of the Town of Los Gatos Municipal Code with the New 2022 California Building and Fire Codes, as Amended, Including Reach Codes. Town Code Amendment Application A-22-003. Project Location: Town Wide. Applicant: Town of Los Gatos. **ORDINANCE 2335**
7. Los Gatos Creek Trail to Highway 9 Trailhead Connector (CIP No. 832-4505):
 - a. Authorize the Town Manager to Execute the 2016 Measure B Funding Agreement with the Santa Clara Valley Transportation Authority to Accept Grant Funding in the Amount of \$693,500 for the Project Construction; and

- b. Authorize the Town Manager to Negotiate and Execute a Transportation Fund for Clean Air Funding Agreement with the Santa Clara Valley Transportation Authority to Accept Grant Funding in the Amount of \$755,921 for the Project Construction.
- 8. Receive the First Quarter Investment Report (July through September 2022) for Fiscal Year 2022/23.
- 9. Approve the Assignment of the North 40 Market Hall Transportation Demand Management Agreement from SummerHill N40 LLC to Yuki Farms, a California General Partnership.

Opened public comment.

Ivy Chang

- Commented on item five and requested Council remove the 30% slope restriction and increase the first SB 9 unit to 1,400 square feet.

Lee Quintana

- Commented on item five and stated concerns with using the SB 9 ministerial process for urban lot splits and the discretionary process for developments on those lots.

Harin

- Commented on item five and requested Council consider a step back exemption and increase the first SB 9 unit to 1,500 square feet.

Closed public comment.

Council Member Hudes pulled item #5.

MOTION: Motion by Vice Mayor Ristow to approve items 1-9, exclusive of item 5. Seconded by Council Member Sayoc.

VOTE: Motion passes unanimously.

VERBAL COMMUNICATIONS

DOC

- Suggested residents of Los Gatos create their own films and hold a film festival.

Pat Kearns

- Commented on issues with San Jose Water Company's claim process related to the water leak discussed at the last Council meeting.

Lee Fagot

- Commented on concerns with the employee parking permit signage and stated Dittos Lane property should be Town subsidized affordable housing open to the community.

OTHER BUSINESS

10. Adopt a Resolution Accepting Funds from the California Supplemental Law Enforcement Service Fund (SLESF). **RESOLUTION 2022-071**

Heather St. John, Senior Administrative Analyst, provided the staff report.

Opened public comment.

No one spoke.

Closed public comment.

Council discussed the item.

MOTION: Motion by **Council Member Badame** to adopt a resolution accepting funds from the California Supplemental Law Enforcement Service Fund (SLESF). **Seconded by Council Member Sayoc.**

VOTE: Motion passed unanimously.

PUBLIC HEARING

11. Consider Adoption of a Resolution Establishing Objective Standards for Qualifying Multi-Family and Residential Mixed-Use Developments. Location: Town-wide. Applicant: Town of Los Gatos. **RESOLUTION 2022-072**

Sean Mullin, Senior Planner, provided the staff report.

Opened public comment.

Louis Liss, Associate Director of Real Estate Development at Eden Housing

- Commented on concerns of open space requirements, mass and scale requirements, and roof design standards as adding costs to the production of affordable housing.

Closed public comment.

Council discussed the item.

MOTION: Motion by **Council Member Sayoc** to adopt a resolution establishing Objective Standards for qualifying multi-family and residential mixed-use developments with the following amendments: change the document title so the applicability is clear, modify the wording used in Standard A.10.1(b) the last sentence, changing “cannot” to “shall not”, remove the requirement for townhomes or rowhouses to have no more than six contiguous units in any single building, add a requirement for high

quality bicycle parking with aesthetics that blend with the building and follow the Valley Transportation Authority (VTA) Bicycle Technical Guidelines chapter on bicycle parking, and approved the Planning Commission's recommendation including changes regarding private recreation. **Seconded by Vice Mayor Ristow.**

VOTE: Motion passed 3-2; Council Member Badame and Hudes voted no.

Recess 9:52 p.m.

Reconvene 10:04 p.m.

OTHER BUSINESS

12. Receive an Update on Community Outreach Activities for the Highway 17 Bicycle and Pedestrian Overcrossing Project (CIP Number 818-0803) and Approve the Concrete Box Girder as the Preferred Bridge Type for Final Design.

Michelle Quinney, Special Projects Manager, provided the staff report.

Opened public comment.

June Beeler

- Commented on concerns of the need for a heavy-duty concrete overpass.

Closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Ristow to approve the concrete box girder as the preferred bridge type for final design for the Highway 17 bicycle and pedestrian Blossom Hill Road overcrossing. **Seconded by Council Member Sayoc.**

VOTE: Motion passed 4-0-1; Council Member Hudes abstained.

Pulled Consent Items

5. Adopt an Ordinance Effecting Amendments to Chapter 29 (Zoning Regulations) of the Town Code to Regulate Urban Lot Splits and Two-Unit Housing Developments in Compliance with Senate Bill 9. Town Code Amendment Application A-22-002. Location: Town-wide. Applicant: Town of Los Gatos. **ORDINANCE 2334**

Jennifer Armer, Planning Manager, presented the staff report.

Opened public comment.

Lee Quintana

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SUBJECT: DRAFT Minutes of the Town Council Meeting of November 15, 2022

DATE: November 15, 2022

- Inquired about the intent of the ordinance in regard to the discretionary and ministerial processes.

Closed public comment.

Council discussed the item.

MOTION: Motion by **Council Member Hudes** to adopt an ordinance effecting amendments to Chapter 29 (Zoning Regulations) of the Town Code to regulate Urban Lot Splits and Two-Unit Housing Developments in compliance with Senate Bill 9. **Seconded** by **Vice Mayor Ristow**.

VOTE: Motion passed unanimously.

Town Clerk Wood read the title of the Ordinance.

ADJOURNMENT

The meeting adjourned at 11:09 p.m.

Respectfully submitted:

Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 2

DATE: November 16, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Reaffirming Resolution 2021-044 and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and, Due to Health and Safety Concerns for the Public, Authorizing the Use of Hybrid Meetings for the Town Council and the Continued Use of Virtual Meetings for Boards and Commissions While Town Staff Makes the Necessary Arrangements to Transition to Hybrid Meetings for All Town Boards, Commissions, and Committees

RECOMMENDATION:

Adopt a Resolution reaffirming Resolution 2021-044 and making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and, due to health and safety concerns for the public, authorizing the use of hybrid meetings for the Town Council and the continued use of virtual meetings for Boards and Commissions while Town staff makes the necessary arrangements to transition to hybrid meetings for all Town Boards, Commissions, and Committees.

BACKGROUND:

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of Executive Order N-29-20 concerning the conduct of public meetings expired on September 30, 2021.

AB 361 was signed into law by the Governor on September 16, 2021, and went into effect immediately upon signing. It amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021, expiration of the current Brown Act exemptions as long as there is a "proclaimed state of emergency" by

PREPARED BY: Wendy Wood
Town Clerk

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

BACKGROUND (continued):

the Governor. This allowance also depends on State or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees.

DISCUSSION:

The County Public Health Officer continues to recommend that public meetings be conducted remotely. The Town Council will continue to provide a remote participation option in addition to in-person meetings. Staff will gradually transition all Town Board, Commission, and Committee meetings to a similar hybrid format.

AB 361 requires Public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing.

Town Council adopted Resolution 2021-044 on October 5, 2021 regarding Brown Act compliance and teleconferencing pursuant to Government Code Section 54953, as amended by AB 361, and adopted resolutions on the following dates reaffirming Resolution 2021-044:

- November 2, 2021 adopted Resolution 2021-046
- November 16, 2021 adopted Resolution 2021-048
- December 7, 2021 adopted Resolution 2021-054
- December 21, 2021 adopted Resolution 2021-059
- January 18, 2022 adopted Resolution 2022-001
- February 1, 2022 adopted Resolution 2022-003
- February 15, 2022 adopted Resolution 2022-004
- March 1, 2022 adopted Resolution 2022-006
- March 15, 2022 adopted Resolution 2022-009
- April 5, 2022 adopted Resolution 2022-013
- April 19, 2022 adopted Resolution 2022-017
- May 3, 2022 adopted Resolution 2022-021
- May 17, 2022 adopted Resolution 2022-031
- June 7, 2022 adopted Resolution 2022-032
- June 21, 2022 adopted Resolution 2022-037
- July 12, 2022 adopted Resolution 2022-048
- August 2, 2022 adopted Resolution 2022-050
- August 16, 2022 adopted Resolution 2022-055
- September 6, 2022 adopted Resolution 2022-056

DISCUSSION (continued):

- September 20, 2022 adopted Resolution 2022-059
- October 4, 2022 adopted Resolution 2022-060
- October 18, 2022 adopted Resolution 2022-065
- November 1, 2022 adopted Resolution 2022-068
- November 15, 2022 adopted Resolution 2022-070

CONCLUSION:

Adopt a Resolution reaffirming Resolution 2021-044 making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings. The Town Council will conduct hybrid meetings and staff will work to prepare for a transition to hybrid meetings for all Town Boards, Commissions, and Committees.

COORDINATION:

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

FISCAL IMPACT:

There will be no fiscal impact to the Town at this time.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Draft Resolution

DRAFT RESOLUTION 2022-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS REAFFIRMING RESOLUTION 2021-044 REGARDING BROWN ACT COMPLIANCE AND TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, DURING THE COVID-19 PANDEMIC

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 12, 2020, the Town Manager of Los Gatos acting in the capacity of Town of Director of Emergency Services, issued a Proclamation of Local Emergency; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (California Government Code Section 54950 et seq.) so that local legislative bodies can hold public meetings via teleconference (with audio or video communications, without a physical meeting location), as long as the meeting agenda identifies the teleconferencing procedures to be used; and

WHEREAS, on March 17, 2020, the Town Council of the Town of Los Gatos ratified the Proclamation of Local Emergency as set forth in Resolution 2020-008 and remains in full force and effect to date; and

WHEREAS, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021, did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which extended the provision of N-29-20 concerning the conduct of public meetings through September 30, 2021, and the Governor subsequently signed legislation revising Brown Act requirements for teleconferenced public meetings (Assembly Bill 361, referred to hereinafter as “AB 361”); and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361, which added subsection (e) to Government Code section 54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the Town Council of the Town of Los Gatos approved Resolution No. 2021-044 on October 5, 2021, declaring the need for the Town Council, Boards, Commissions, and Committees to continue to meet remotely in order to ensure the health and safety of the

public; and

WHEREAS, the Town of Los Gatos remains in a state of emergency due to the continuing spread of COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated, or are at a higher risk of severe illness due to COVID-19; and

WHEREAS, that the Santa Clara County Public Health Department continues to recommend that public bodies meet remotely to the extent possible; and

WHEREAS, technology exists that allows full participation from members of the public without requiring in-person attendance at a Town Council, Board, Commission, or Committee meeting.

WHEREAS, the Town Council has considered all information related to this matter, including the associated staff report and other information relating to COVID-19 provided at prior public meetings of the Town Council; and

WHEREAS, the Town Council wishes to conduct hybrid meetings, at which members of the public have the option to participate remotely, and to transition to hybrid meetings for the Town's Boards, Commissions, and Committees; and

WHEREAS, the Town Council wishes to adopt a Resolution finding that the requisite conditions continue to exist for the legislative bodies of the Town of Los Gatos, as defined in the Brown Act, to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY RESOLVE:

1. The Town Council hereby finds that the fact set forth in the above recitals and as contained in Resolution 2021-044 are true and correct, and establish the factual basis for the adoption of this Resolution;
2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19 and as a result of that emergency, meeting inperson may present risks to the health or safety of attendees of in-person meetings of this legislative body and all Town advisory bodies within the meaning of California Government Code section 54953(e)(1).
3. Under the present circumstances, including the risks mentioned in the preceding paragraph, attendees may wish to participate in Town meetings remotely.

4. As authorized by Assembly Bill 361, the Town Council wishes to conduct hybrid meetings and to transition to hybrid meetings for the Town's Boards, Commissions, and Committees.

5. Staff are directed to take all actions necessary to implement this Resolution for all Town Council meetings and Town Board, Commission, and Committee meetings on a rolling basis, in accordance with the foregoing provisions and the requirements of Government Code section 54953, as amended by Assembly Bill 361, including but not limited to returning for ratification of this Resolution every 30 days after teleconferencing for the first time pursuant to Assembly Bill 361 for so long as either of the following circumstances exists: (a) the state of emergency continues to directly impact the ability of this legislative body to meet in person; and/or (b) state or local officials, including but not limited to the County Health Officer, continue to impose or recommend measures to promote social distancing.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 6th day of December 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

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

DATE: _____



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/6/2022

ITEM NO: 3

DATE: November 28, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive Fiscal Year (FY) 2021/22 Status Report on Receipt and Use of Development Impact Fees

RECOMMENDATION:

Receive Fiscal Year (FY) 2021/22 status Report on Receipt and Use of Development Impact Fees.

BACKGROUND:

To ensure that mitigation fees associated with private land use development are spent in a timely manner and on projects for which they were being collected, the State Legislature passed a bill known as AB 1600 (the Mitigation Fee Act). This bill applies to developer fees which were increased or imposed on or after January 1, 1989.

The Mitigation Fee Act (California Government Code, §66000 et seq.) requires local agencies that impose Development Impact Fees to present an annual, consolidated report showing the receipt and use of those fees. The Annual Status Report (Attachment 1) must be reviewed by Council within 180 days after the close of the fiscal year represented.

The Town collects three Development Impact Fees that meet the AB 1600 reporting requirement: the Traffic Impact Mitigation Fee, Below-Market Priced Housing Program In-Lieu Fee, and the Construction Activity Impact Fee. Separate balances exist for each of these fees either as individual accounts or in the case of Traffic Impact Mitigation Fees, separate funds. As required by AB 1600, as of June 30, 2022, all accounts or funds with unspent balances have been credited interest revenue at the Town's current interest rate earned on its total.

PREPARED BY: Gitta Ungvari
Finance Director

Reviewed by: Town Manager, Town Attorney, Assistant Town Manager, CDD Director, and PPW Director

DISCUSSION:

AB 1600 requires that a status report be prepared annually which must include the following:

- A brief description of the fee and the fund into which the fee was deposited;
- The amount of the fee;
- The associated fund's beginning and ending balances for the fiscal year;
- The total amount of fees collected and interest earned;
- Identification of each public improvement on which impact fees were expended and amount of expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with impact fees;
- Identification of approximate date by which construction of a public improvement will begin;
- Determination that sufficient funds have been collected to complete financing on an incomplete public improvement;
- Description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the loaned funds will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan;
- Amount of any refunds made due to inability to expend impact fees once a determination is made that sufficient impact fees have been collected to finance a public improvement, the improvement remains incomplete, and the Town has not determined an approximate date by which construction will begin; and
- Whenever the funds are held five years or more, the Town must present plans or commitments to demonstrate intended future use of these funds.

This information is presented in the attached FY 2021/22 Annual Status Report on Receipt and Use of Development Impact Fees. The Report depicts balances and the intended use of balances, including decisions made after June 30, 2022 to demonstrate that the fees will be used for their respective purposes.

CONCLUSION:

Staff recommends Council receive the FY 2021/22 Annual Status Report on Receipt and Use of Development Impact Fees as required under the Mitigation Fee Act (AB 1600).

COORDINATION:

This report was coordinated with the Community Development and Park and Public Works Departments.

PAGE 3 OF 3

SUBJECT: Receive Fiscal Year (FY) 2021/22 Status Report on Receipt and Use of
Development Impact Fees

DATE: November 28, 2022

FISCAL IMPACT:

There is no fiscal impact from this action.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. FY 2021/22 Annual Status Report on Receipt and Use of Development Impact Fees.

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2022

Traffic Impact Mitigation Fee:

The Traffic Impact Mitigation Fee assures that each new development or expansion of use pays its fair share of the transportation improvements needed to accommodate the cumulative traffic impacts. The fee, \$1,015 per new average daily trip generated, is paid in full to the Town Building Department prior to issuance of the building permit for new development or expansion of use. The collected fee is held in the Traffic Mitigation Fee Fund. The Traffic Mitigation Fund should be used solely to fund transportation improvement projects related to mitigating the impacts of new development. The funds cannot be used for routine repair or maintenance.

TRAFFIC IMPACT MITIGATION FEES FUND

Beginning Cash Balance (07/01/2021)	2,444,683
Source of Funds	
Fees Collected FY 21/22	82,449
Interest Earned FY 21/22	24,251
Total Source of Funds	\$2,551,383
Use of Funds	
Capital Outlay:	
Traffic Signal Modernization	517,791.36
Traffic Mitigation (Admin Support)	10,000
Total Use of Funds	\$527,791
Expenses Incurred in FY 2020/21 , Paid in July of FY 2021/22	(122,158)
Expenses Incurred in FY 2021/22, Paid in July of FY 2022/23	193,307
Ending Cash Balance (6/30/2022) Pre-Final Audit	\$2,094,740
Designated Future Projects:	
Per FY 22/23 through 26/27 Capital Improvement Plan:	
Traffic Signal Modernization	\$256,282
Bicycle & Pedestrian Improvements	33,650
Highway 17/9 Interchange and Capacity Improvements	600,000
Total CIP and Operating Budget Commitments	\$889,932
Potential Project List (Estimates Only)	
Shannon Road Stabilization Project (Future Project - Pending Funding)	\$1,500,000
Complete Streets Improvements Pollard Ave (Future Project - Pending Funding)	1,000,000
Total Potential Project List	\$2,500,000
Total Designated and Unfunded Projects	\$3,389,932
Current Funding Shortfall	(\$1,295,192)

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2022
(Continued)

Construction Impact Activity Fee:

Construction Impact Activity Fee is assessed on construction projects based on the square foot size of the project at a rate of \$1.26 per square foot. These fees are intended to recover the damage caused to Town streets by construction traffic. The collected fee is held in the General Fund Appropriated Reserves.

CONSTRUCTION IMPACT ACTIVITY FEE

Beginning Cash Balance (07/01/2021)	\$0
Source of Funds	
Fees Collected FY 21/22	420,055
Interest Earned FY 21/22 (Funds expended upon receipt)	-
Total Source of Funds	\$420,055
Use of Funds	
Business Services Charge	
Capital Outlay:	
Street Repair and Resurfacing Project FY 21/22	1,787,018
Total Use of Funds	1,787,018
Ending Cash Balance (6/30/2022) Pre-Final Audit	(\$1,366,963)
Designated Future Projects	
Per FY 22/23 through 26/27 Capital Improvement Plan:	
Street Repair and Resurfacing Project	\$8,588,638
Total Designated Future Projects	\$8,588,638
Current Funding Shortfall	(\$9,955,601)

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2022
(Continued)

Below-Market Priced (BMP) Housing Program In-Lieu Fee:

BMP In-Lieu Fees are collected from residential development projects with five (5) or more units when the construction of the BMP unit is impractical or there are unusual circumstances that make the construction of the unit inconsistent with Town policy. The required in-lieu fee is to be paid to the Town prior to issuance of the certificate of occupancy. The BMP In-Lieu Fee is equal to the amount of six (6) percent of the building permit valuation for the entire project. The collected fees are held in the General Fund BMP Housing liability account and are restricted to be used solely for BMP Housing Program activities.

BELOW-MARKET PRICED HOUSING PROGRAM IN-LIEU FEES

Beginning Cash Balance (07/01/2021)	3,576,152.38
Source of Funds	
Fees Collected FY 21/22	-
Interest Earned FY 21/22	39,896
One-time transfer from GFAR reserve to BMP	1,489,778
Total Source of Funds	5,105,826.87
Use of Funds	
Program Operating Expense	184,289
Staff Administration	23,000
Affordable Housing Loans - Dittos Lane (11/3/2020 Council Meeting)	1,200,000
Total Use of Funds	1,407,289
Ending Cash Balance (6/30/2022) Pre-Final Audit	\$3,698,538
Designated Future Projects:	
Anticipated Construction Permit Support	\$50,000
Total Designated Future Projects	\$50,000
Potential Future Projects	
Low and Moderate Income Housing (Future Project - Pending Funding)	\$3,000,000
Reacquisition of Distressed/Foreclosed Properties (Future Project - Pending Funding)	700,000
Hello Housing and House Keys Program Services (Future Project - Pending Funding -5 Year Total)	600,000
Total Potential Future Projects	\$4,300,000
Current Funding Shortfall	(\$651,462)

Other Required Disclosures:

As required by law, no inter-fund (loans/transfers) were made during the reporting period and no refund were necessary as all fees collected have a current funding short fall status as presented in the Annual Status Report.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/6/2022

ITEM NO: 3

DESK ITEM

DATE: December 6, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive Fiscal Year (FY) 2021/22 Status Report on Receipt and Use of Development Impact Fees

REMARKS:

After the publication of the staff report, further staff review indicated that the FY 2021/22 Status Report on Receipt and Use of Development Impact Fees Report should, in addition to the identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, also list the total percentage of the cost of the public improvement that was funded with fees. Staff included the additional information (red lined) that can be found in Attachment 2 of this Desk Item.

Attachment Previously Received with the Staff Report:

1. FY 2021/22 Annual Status Report on Receipt and Use of Development Impact Fees.

Attachment Received with this Desk Item:

2. Modified FY 2021/22 Annual Status Report on Receipt and Use of Development Impact Fees.

PREPARED BY: Gitta Ungvari
Finance Director

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

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2022

Traffic Impact Mitigation Fee:

The Traffic Impact Mitigation Fee assures that each new development or expansion of use pays its fair share of the transportation improvements needed to accommodate the cumulative traffic impacts. The fee, \$1,015 per new average daily trip generated, is paid in full to the Town Building Department prior to issuance of the building permit for new development or expansion of use. The collected fee is held in the Traffic Mitigation Fee Fund. The Traffic Mitigation Fund should be used solely to fund transportation improvement projects related to mitigating the impacts of new development. The funds cannot be used for routine repair or maintenance.

TRAFFIC IMPACT MITIGATION FEES FUND

Beginning Cash Balance (07/01/2021)	2,444,683
Source of Funds	
Fees Collected FY 21/22	82,449
Interest Earned FY 21/22	24,251
Total Source of Funds	\$2,551,383
Use of Funds	
Capital Outlay:	
Traffic Signal Modernization (42% of the Project Estimated Life-Time Cost)	517,791.36
Traffic Mitigation - Admin Support (100% of FY 2021/22 Expenditures)	10,000
Total Use of Funds	\$527,791
Expenses Incurred in FY 2020/21 , Paid in July of FY 2021/22	(122,158)
Expenses Incurred in FY 2021/22, Paid in July of FY 2022/23	193,307
Ending Cash Balance (6/30/2022) Pre-Final Audit	\$2,094,740
Designated Future Projects:	
Per FY 22/23 through 26/27 Capital Improvement Plan:	
Traffic Signal Modernization (42% of the Project Estimated Life-Time Cost)	\$256,282
Bicycle & Pedestrian Improvements (3% of the Project Estimated Life-Time Cost)	33,650
Highway 17/9 Interchange and Capacity Improvements (41% of the Project Estimated Life Time Cost)	600,000
Total CIP and Operating Budget Commitments	\$889,932
Potential Project List (Estimates Only)	
Shannon Road Stabilization Project (Future Project - Pending Funding)	\$1,500,000
Complete Streets Improvements Pollard Ave (Future Project - Pending Funding)	1,000,000
Total Potential Project List	\$2,500,000
Total Designated and Unfunded Projects	\$3,389,932
Current Funding Shortfall	(\$1,295,192)

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2022
(Continued)

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Beginning Cash Balance (07/01/2021)	\$0
Source of Funds	
Fees Collected FY 21/22	420,055
Interest Earned FY 21/22 (Funds expended upon receipt)	-
Total Source of Funds	\$420,055
Use of Funds	
Business Services Charge	
Capital Outlay:	
Street Repair and Resurfacing Project FY 21/22 (FY 2021/22 Fees Collected Cover 23.5% of FY 2021/22 Expenditures)	1,787,018
Total Use of Funds	1,787,018
Ending Cash Balance (6/30/2022) Pre-Final Audit	(\$1,366,963)
Designated Future Projects	
Per FY 22/23 through 26/27 Capital Improvement Plan:	
Street Repair and Resurfacing Project	\$8,588,638
Total Designated Future Projects	\$8,588,638

TOWN OF LOS GATOS
ANNUAL STATUS REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES
JUNE 30, 2022
(Continued)

Below-Market Priced (BMP) Housing Program In-Lieu Fee:

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Total Potential Future Projects	\$4,300,000
Current Funding Shortfall	(\$651,462)

Other Required Disclosures:

As required by law, no inter-fund (loans/transfers) were made during the reporting period and no refund were necessary as all fees collected have a current funding short fall status as presented in the Annual Status Report.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/6/2022

ITEM NO: 4

DATE: November 21, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Fiscal Year 2022/23 Street Repair and Resurfacing Project (CIP Number 811-9901):

- a. Approve the Preliminary Street List; and
- b. Authorize the Town Manager to Execute a Cost Sharing Agreement with the City of San José in an Amount Not to Exceed \$1 Million to Microsurface Los Gatos Almaden Road between Taft Drive and Leigh Avenue, Resurface Blossom Hill Road between Francis Oak Way and Union Avenue, and Resurface Union Avenue between Los Gatos Almaden Road and Blossom Hill Road.

RECOMMENDATION:

Fiscal Year (FY) 2022/23 Street Repair and Resurfacing Project (CIP No. 811-9901):

- a. Approve the Preliminary Street List; and
- b. Authorize the Town Manager to negotiate and execute a cost share agreement with the City of San José in an amount not to exceed \$1 million to microsurface Los Gatos Almaden Road between Taft Drive and Leigh Avenue, resurface Blossom Hill Road between Francis Oak Way and Union Avenue, and resurface Union Avenue between Los Gatos Almaden Road and Blossom Hill Road.

BACKGROUND:

The adopted FY 2022/23-2026/27 Capital Improvement Program (CIP) Budget designates FY 2022/23 funding sources for the Street Repair and Resurfacing Project (CIP No. 811-9901). Annually, the Town invests funds to improve roadway pavement conditions, safety, active

PREPARED BY: WooJae Kim
Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Parks and Public Works Director

BACKGROUND (continued):

transportation elements, and drivability of the Town streets. This ongoing annual street project is consistent with the Town's goals to improve public safety and the quality of the Town roadway infrastructure. Dedicated ongoing funding sources for the annual Street Repair and Resurfacing Project include Gas Tax, Senate Bill 1, Measure B, vehicle registration surcharge, the Town's Refuse Vehicle Road Impact Fee, and Construction Impact Fee.

Every three years, the Town conducts a full pavement condition assessment of public streets through the Pavement Technical Assistance Program (PTAP) led by the Metropolitan Transportation Commission (MTC). The pavement condition assessment data collected in the field is entered into the MTC's pavement maintenance application called *StreetSaver*, which tabulates and stores the Pavement Condition Index (PCI) scores. PCI is a widely accepted industry measure to gauge the pavement condition of roadways. The index is calculated based on the age of the pavement and pavement distress data collected from the field observations. PCI's range from 0 to 100, with 0 representing a failed road and 100 representing a brand-new facility. The current average PCI for the Town streets is 73, compared to 70 from last year.

Street segments for the annual Street Repair and Resurfacing Project are identified and prioritized by pavement conditions, roadway types, traffic levels, and safety issues. With the PCI information in the *StreetSaver* database, staff uses the application to generate a preliminary list of street segments for the annual street project within the designated project budget. The application generated list is validated by staff, field verified, and adjusted based upon actual field conditions. Further consideration is given to the proximity of proposed project locations to increase project efficiency and value.

The Town has focused its resources in balancing the work between arterials, collectors, and residential streets. Roads are given different treatment types depending on the condition of the pavement. These treatments are:

- Asphalt overlay - This is the removal of a certain depth of existing asphalt and replacement with new asphalt. This is considered pavement rehabilitation work and is primarily used on arterial and collector streets.
- Rubber cape seal – This preventive maintenance measure consists of a rubber chip seal, which is then covered by a slurry seal. This treatment is appropriate for streets that are exhibiting distress cracking and/or have fallen out of the “good” condition category. This treatment is typically used on collectors and residential streets
- Slurry seal and crack seal – These preventive maintenance measures are the first line of defense against pavement deterioration. Sealing cracks and pavement surfaces with sealant prevents water intrusion to the materials that are below the asphalt, which extends the life of the pavement.

DISCUSSION:

Proposed Street List for the FY 2022/23 Street Repair and Resurfacing Project

Proposed work for FY 2022/23 Street Repair and Resurfacing (Street) Project, includes a combination of pavement rehabilitation of arterial streets and preventive maintenance of residential streets as identified in the Preliminary Street List (Attachment 1). The Street Project is anticipated to start in spring or summer 2023 with a construction duration of approximately five months.

Should Council approve the Preliminary Street List for the FY 2022/23 Street Project, staff would continue to check for project conflicts on the street segments with utility companies, neighboring agencies, and other programs; field confirm quantities of work needed; assess feasibility within the project budget; and prepare the Plans, Specifications, and Estimates (PS&E) for the construction documents for bid. If any conflicts or feasibility issues are determined on a street segment, further coordination may be necessary, or the street segment may be removed from the Preliminary Street List and deferred to another year. Staff plans to return to Council in early 2023 with the Final Street List for the FY 2022/23 Street Project, and approval of the construction documents and required approvals related to funding the project.

ADA Deficiencies on Public Right of Way

Title II of the Americans with Disability Act (ADA) obligates jurisdictions to upgrade non-conforming curb ramps and other pedestrian facilities when streets are resurfaced from one intersection to another. The United States Department of Justice has determined that surface treatments such as asphalt overlay and rubber cape seal trigger the requirement for ADA compliant curb ramps on associated streets. The accessibility issues on project street segments are normally addressed through the annual Curb, Gutter and Sidewalk Maintenance (CIP No. 411-9921) that occurs almost simultaneously with the annual Street Repair and Resurfacing Project.

Cost Sharing Agreement with the City of San José

In 2023, the City of San José is planning a street resurfacing project that includes streets that share boundaries with the Town. The following arterial streets were identified as sharing jurisdiction between the City of San José and the Town:

- Los Gatos Almaden Road – 50 feet East of Aurora Lane to Leigh Avenue
- Blossom Hill Road – Francis Oak Way to Union Avenue
- Union Avenue – Los Gatos Almaden Road to Blossom Hill Road

DISCUSSION (continued):

The City of San José has offered to include the Town portions of these arterial streets to their resurfacing project in 2023 through a cost sharing agreement (see Attachment 2). The Town has entered into such arrangements with San José and other bordering cities to work on streets/areas with overlapping jurisdictions. Through the cost sharing agreement, the Town would reimburse the City of San José for the resurfacing related work completed on the Town's right of way, not to exceed \$1 million. Resurfacing the full width of streets and performing concrete improvements in a cooperative manner with the City of San José is an economical approach to paving roads, and desirable to prevent the pavement from degrading at different rates.

CONCLUSION:

Approval of the Preliminary Street List for the FY 2022/23 Street Repair and Resurfacing Project would allow staff to further analyze the streets and prepare necessary design plans to prepare the construction documents by early 2023 for Council approval.

Staff is requesting the Town Council authorize the Town Manager to negotiate and execute a reimbursement cost share agreement with the City of San José in an amount not to exceed \$1 million to be funded from the FY 2022/23 Street Repair and Resurfacing Project budget.

COORDINATION:

This project has been coordinated with the Finance Department and the Town Attorney.

FISCAL IMPACT:

The fiscal table below reflects the estimated project budget for the FY 2022/23 Street Repair and Resurfacing Project (CIP No. 811-9901). In the next Council report for the project in early 2023, the actual revenue and budget numbers are expected to be finalized with any fund transfer needs identified.

FISCAL IMPACT (continued):

FY 2022/23 Street Repair and Resurfacing Project		
CIP No. 811-9901 and 811-9903		
	Budget	Costs
GFAR	\$3,112,036.70	
Gas Tax	\$ 1,543,533.23	
Total Budget	\$4,655,569.93	
Cost Sharing with City of San Jose		\$1,000,000
Total Expenditures		\$1,000,000
Available Balance for Construction		\$3,655,570

ENVIRONMENTAL ASSESSMENT:

Repair and maintenance of existing streets is defined under CEQA Section 15301(c) as Categorically Exempt. A Notice of Exemption is to be filed.

Attachments:

1. Preliminary Street List for the FY 2022/23 Street Repair and Resurfacing Project
2. Draft Cost Sharing Agreement - City of San José

TOWN OF LOS GATOS
Preliminary Street List for FY 2022/23 Street Repair and Resurfacing Project (CIP NO. 811-9901)

Key:

11/17/2022

O	Overlay
MS	Microsurfacing
CS	Crack seal
RC	Rubber cape seal (chip seal with slurry seal)
S	Slurry seal

Note:

The following project locations shall be considered for the FY 2022/23 Street Repair and Resurfacing project. Depending on project coordination, final design, cost estimates, and the budget available, some street segments may need to be deferred to future years.

Street	From	To	Type of Treatment
BLOSSOM HILL RD	CHERRY BLOSSOM LN	HILLBROOK DR	O
BLOSSOM HILL RD	FRANCIS OAKS WY	UNION AV	O
CARLTON AVE	GATEWAY DR	NATIONAL AV	O
UNION AV	BLOSSOM HILL RD	TOWN LIMIT	O
ANGEL CT	SHORT RD	END	RC or S
ANN ARBOR CT	ANN ARBOR DR	END	RC or S
ANN ARBOR DR	SHANNON RD	END	RC or S
ATWOOD CT	BLOSSOM HILL RD	END	RC or S
BELCREST DR	BELHAVEN DR	HARWOOD DR	RC or S
BELGATOS LN	WEST HILL DR	END	RC or S
BELGATOS RD	BLOSSOM HILL RD	WESTHILL DR	RC or S
BELGLAN LN	BELGLEN WY	BELVIEW DR	RC or S
BELGLAN WY	BELBLOSSOM WY	BELGLEN LN	RC or S
BELVALE DR	BACIGALUPI DR	HARWOOD DR	RC or S
BELVUE DR	WESTHILL DR	BELGATOS RD	RC or S
BELWOOD GATEWAY	BLOSSOM HILL RD	BACIGALUPI DR	RC or S
BENEDICT LN	CHIRCO DR	SUNRAY DR	RC or S
BENEDICT LN	SUNRAY DR	CHIRCO DR	RC or S
BLOSSOM HILL RD	LOS GATOS BLVD	CHERRY BLOSSOM LN	RC or S
BONNIE LN	SHADY VIEW LN	SHANNON RD	RC or S
CAMINO DEL CERRO	BLOSSOM HILL RD	END	RC or S
CAMPANULA PL	CARLTON AVE	END	RC or S
CARLESTER DR	CARLTON AVE	LESTER LN	RC or S
CARLTON CT	CARLTON AVE	END	RC or S
CARLTON WY	CARLTON AVE	END	RC or S
CHERRY BLOSSOM LN	BLOSSOM HILL RD	TOWN LIMIT	RC or S
CHERRY STONE DR	BLOSSOM HILL RD	TOWN LIMIT	RC or S
CLEARVIEW DR	NALOR CT	LA RINCONADA DR	RC or S
CORRINE DR	CHIRCO DR	SUNRAY DR	RC or S
CRIDER CT	ALERCHE DR	END	RC or S
DOWNING OAK CT	UNION AV	END	RC or S
DRYSDALE DR	SHADY LN	END	RC or S
E LA CHIQUITA AV	SHANNON RD	W LA CHIQUITA AV	RC or S
EASTRIDGE DR	LANSBERRY CT	HILLBROOK DR	RC or S

EASTVIEW DR	CLEARVIEW DR	LA RINCONADA DR	RC or S
FAIRMEAD LN	HILLBROOK DR	END	RC or S
GARDEN LN	LOS GATOS BLVD	BENEDICT LN	RC or S
GEMINI CT	HARWOOD DR	END	RC or S
HANCOCK CT	EASTVIEW DR	END	RC or S
HIGHLAND OAKS DR	LARK AV	END	RC or S
HIGHLAND OAKS WY	HIGHLAND OAKS DR	END	RC or S
HILLBROOK DR	EASTRIDGE DR	BLOSSOM HILL RD	RC or S
LA CROIX CT	SHADY VIEW LN	END	RC or S
LA RINCONADA DR	CLEARVIEW DR	NATALYE RD	RC or S
LANSBERRY CT	SHANNON RD	END	RC or S
LASUEN CT	UNION AV	END	RC or S
LEEWOOD CT	UNION AV	END	RC or S
MARCHMONT DR	HILOW RD	END	RC or S
MARY WAY	OLD BLOSSOM HILL RD	END	RC or S
OAK PARK DR	HIGHLAND OAKS DR	GARDEN LN	RC or S
OAK WOOD WY	HIGHLAND OAKS DR	GARDEN LN	RC or S
OAKDALE DR	HIGHLAND OAKS DR	GARDEN LN	RC or S
OAKMONT WY	HIGHLAND OAKS DR	END	RC or S
OLD BLOSSOM HILL RD	BLOSSOM HILL RD	SHORT RD	RC or S
PEACOCK LN	SHANNON RD	END	RC or S
ROCHIN CT	ROCHIN TER	END	RC or S
ROCHIN TER	LINDA AV	END	RC or S
ROSALIE CT	MARCHMONT DR	END	RC or S
SEBASTIAN CT	ALMOND BLOSSOM LN	END	RC or S
SHADY LANE	SHORT RD	15764 SHADY LN	RC or S
SHADY VIEW LN	SHANNON RD	BONNIE LN	RC or S
SUNRAY DR	GARDEN LN	CORINNE DR	RC or S
TERRENO DE FLORES LN	LOS GATOS BLVD	END	RC or S
VILLA AV	LIBRARY	JACKSON ST	RC or S
W LA CHIQUITA AV	SHANNON RD	E LA CHIQUITA AV	RC or S
WOLLIN WY	ANN ARBOR DR	SHANNON RD	RC or S
BLUEBERRY HILL DR	LONGMEADOW DR	END	S or RC
CHIRCO CT	CHIRCO DR	END	S or RC
CHURCH ST	HIGH SCHOOL CT	E MAIN ST	S or RC
COLLEGE AV	E. MAIN ST	COLLEGE TERRACE CT	S or RC
COLLEGE AV	COLLEGE TERRACE CT	PROSPECT AV	S or RC
E. VINELAND AV	WINCHESTER BL	END	S or RC
EASTVIEW DR	CLEARVIEW DR	HANCOCK CT	S or RC
EL CAJON WAY	LAS MIRADAS WY	ARROYO GRANDE WY	S or RC
EUCLID AV	JONES RD	OAK GROVE AV	S or RC
FORRESTER CT	FORRESTER RD	END	S or RC
FRANK AV	LOS GATOS BL	IZORAH WY	S or RC
GARDEN LN	LOS GATOS BL	120 FT E OF BENEDICT LN	S or RC
HEINTZ CT	REGENT DR	END	S or RC
HEPPLEWHITE CT	MONTCLAIR RD	END	S or RC
HICKS RD	2452 ft N OF SHANNON RD	TOWN LIMIT	S or RC
HIGHLAND OAK WY	HIGHLAND OAKS DR	END	S or RC

HIGHLAND OAKS DR	OAK PARK DR	END	S or RC
JACKSON ST	E. MAIN ST	HIGHLAND AV	S or RC
KATHY CT	MORE AV	END	S or RC
KIMBLE AV	PROSPECT AV	2ND LEFT TURN BEND #24	S or RC
LA CROIX CT	SHADY VIEW LN	END	S or RC
LAS MIRADAS DR	EL CAJON	ARROYO GRANDE WY	S or RC
LEROY AV	LOS GATOS BL	IZORAH WY	S or RC
LOS CERRITOS DR	PHILLIPS AV	CRESCENT DR	S or RC
LOS CERRITOS DR	CRESCENT DR	END	S or RC
LOUISE CT	MORE AV	END	S or RC
MILES AV	LEFT TURN BEND	END	S or RC
MILL RICH DR	WINCHESTER BL	END	S or RC
MILRAE LN	TOWNE TR	RIVIERA TER	S or RC
NEWELL AV	WINCHESTER BL	NEWELL CT	S or RC
NICHOLSON AV	GLEN RIDGE AV	MASSOL AV	S or RC
NINO AV	LOS GATOS BL	FISHER AV	S or RC
OHLONE CT	ROBERTS RD	END	S or RC
ORCHARD ST	CENTRAL AV	END	S or RC
PASEO LAURA	W. MOZART AV	END	S or RC
PETTICOAT LN	SANTA CRUZ AV	VILLAGE LN	S or RC
POTTER CT	FERRIS AV	END	S or RC
PRIVADA LUISITA	BUENA VISTA AV	END	S or RC
PROSPECT AV	RESERVOIR RD	COLLEGE AV	S or RC
PROSPECT AV	RESERVOIR RD	CDS (N)	S or RC
PROSPECT CT	PROSPECT AV	END	S or RC
ROCHIN CT	ROCHIN TR/N END	END	S or RC
RUSHMORE LN	TOWNE TR	RIVIERA DR	S or RC
S. KENNEDY RD	KENNEDY RD	BOND CT	S or RC
SEBASTIAN CT	ALMOND BLOSSOM LN	END	S or RC
SMITH RANCH CT	WINCHESTER BL	END	S or RC
SPRECKLES AV	LOMA ALTA AV	VISTA DEL MAR	S or RC
VASONA AV	VASONA CT	CAPRI DR	S or RC
W. CENTRAL AV	CENTRAL AV	END	S or RC
W. MOZART AV	END AT HIGHWAY 880 (17)	90 DEGREE LEFT TURN	S or RC
W. MOZART AV	MOZART AV (A)	END	S or RC
WHEELER AV	LOS GATOS BL	LOS ROBLES WY	S or RC
WHITNEY AV	STACIA ST	LOMA ALTA AV	S or RC
WOODED VIEW DR	HAPPY ACRES RD	HILL TOP DR	S or RC
YOSEMITE WY	WHEELER AV	END	S or RC
LOS GATOS-ALMADEN RD	TAFT DR	LEIGH AV	MS
BLACKBERRY HILL RD	CYPRESS WY	PRIVATE LINE	CS
BLOSSOM HILL RD	LOS GATOS BL	CAMELLIA TR	CS
BLOSSOM HILL RD	CAMELLIA TR	CHERRY BLOSSOM LN (W)	CS
BLOSSOM HILL RD	UNION AV	CITY LIMITS	CS
BLOSSOM HILL RD	CITY/DISTRICT LIMITS	BELGATOS RD	CS
BLOSSOM HILL RD	BELGATOS RD	HARWOOD RD	CS
CROSS WY	LOMA ALTA AV	JOHNSON AV	CS
CYPRESS WAY	TWELVE OAKS WY	BLACKBERRY HILL RD	CS

EL GATO LN	LOS GATOS-ALMADEN	COUNTY BOUNDARY	CS
FORRESTER RD	KENNEDY RD	RIGHT TURN BEND	CS
FORRESTER RD	RIGHT TURN BEND	END	CS
FOSTER RD	ALPINE AV	JOHNSON AV	CS
KENNEDY RD	TERESTIA WY	DISTRICT BOUNDARY (#15900)	CS
KENNEDY RD	#15900	#15651	CS
KENNEDY RD	#15651	TOP OF THE HILL RD	CS
LARK AV	WINCHESTER BL	ARROYO GRANDE WY	CS
LYNN AV	PINEHURST AV	CITY BOUNDARY	CS
MARY ALICE DR	CARLTON AV	END	CS
POTOMAN DR	LONGRIDGE RD	END	CS
SHANNON RD	CERRO VISTA CT	HAPPY ACRES RD	CS
SHANNON RD	HAPPY ACRES RD	SUVIEW DR	CS
SHANNON RD	SUVIEW DR	COUNTY BOUNDARY (#15215)	CS
SHANNON RD	COUNTY BOUNDARY	HICKS RD	CS
SYCAMORE CT	END	BLOSSOM VALLEY DR	CS

**AGREEMENT BETWEEN THE TOWN OF LOS GATOS
AND THE CITY OF SAN JOSE
FOR PAVEMENT SEALING OF
LOS GATOS ALMADEN ROAD BETWEEN TAFT DRIVE AND LEIGH AVENUE, FOR
THE PAVEMENT RESURFACING OF BLOSSOM HILL ROAD BETWEEN FRANCIS OAK
WAY AND UNION AVENUE, AND FOR UNION AVENUE BETWEEN LOS GATOS
ALMADEN ROAD AND BLOSSOM HILL ROAD**

This Agreement (herein “Agreement”) is made and entered into this ____ day of _____, 2023, (herein the “Effective Date”) by and between the Town of Los Gatos, a California, municipal corporation, with its principal place of business located at 110 E. Main St, Los Gatos, CA 95030 (herein “LOS GATOS”), and the City of San Jose, a California chartered municipal corporation, with its principal place of business located at 200 E. Santa Clara St., San Jose, CA 95113 (herein “SAN JOSE”). LOS GATOS and SAN JOSE may be referred to herein individually or collectively as the “Parties,” “Cities,” or the “Parties to this Agreement.”

RECITALS

WHEREAS:

- A. LOS GATOS and SAN JOSE contemplate microsurfacing the roadway at Los Gatos Almaden Road between Taft Drive and Leigh Avenue, resurfacing the roadway at Blossom Hill Road between Francis Oak Way and Union Avenue, and resurfacing the roadway at Union Avenue between Los Gatos Almaden Road and Blossom Hill Road, over which LOS GATOS and SAN JOSE have jurisdiction; and
- B. It is in the public interest for LOS GATOS and SAN JOSE to complete the PROJECT (as defined in SECTION 1, below) in a cooperative and economical manner by constructing both LOS GATOS’S and SAN JOSE’s portions of the PROJECT together; and
- C. The Parties acknowledge SAN JOSE is the California Environmental Quality Act (“CEQA”) Lead Agency for the PROJECT, and SAN JOSE’s compliance with CEQA is a precondition to any construction of the PROJECT, including LOS GATOS’s portion; and
- D. Each Party has agreed to perform its portion of the work as described herein, under its own direction.

In consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the parties, LOS GATOS and SAN JOSE agree as follows:

AGREEMENT PROVISIONS

1. PROJECT DESCRIPTION:

The work to be performed under this Agreement that is labeled as microsurfacing will consist of removing and replacing structurally failed areas up to 6 inches in depth of asphalt, adjusting utility covers, microsurfacing, replacement of traffic markings, and markers and legends for parts which are treated with micro surfacing.

The work under this Agreement that is labeled as resurfacing will consist of milling 2 inches in depth of asphalt, lowering and raising utility boxes with their covers, removing and replacing failed areas after milling up to 3 inches in depth of asphalt, replacement of traffic marking, and markers and legends for parts which are treated with resurfacing. The work to be performed is more fully described in the document entitled "Scope of Work and Schedule of Performance" set forth in Exhibit A, attached and incorporated by reference.

The project will have limits which are both within the City of San Jose and The Town of Los Gatos. The three roads which will have work performed on them are Los Gatos Almaden Road from Taft Drive to Leigh Avenue, Union Avenue from Los Gatos Almaden Road to Blossom Hill Road, and Blossom Hill Road from Francis Oaks Way to Union Avenue.

Approximately 74% of Los Gatos Almaden Road between Taft Drive and Leigh Avenue is within The City of San Jose's jurisdiction and 26% is within The Town of Los Gatos's jurisdiction.

Approximately 50% of Blossom Hill Road between Blossom Dale Drive and Francis Oak Way is within The City of San Jose's jurisdiction and 50% is within The Town of Los Gatos's jurisdiction.

Approximately 15% of Union Avenue between Los Gatos Almaden Road and Blossom Hill Road is within The City of San Jose's jurisdiction and 85% is within The Town of Los Gatos's jurisdiction.

Approximately 100% of Blossom Hill Road between Blossom Dale Drive and Union Avenue is within The Town of Los Gatos's jurisdiction

2. SAN JOSE'S OBLIGATIONS:

SAN JOSE agrees as follows:

- A. To act as the lead agency to administer the design and construction of the PROJECT. Administration shall include preparation of specifications, contract documents and cost estimate; notification of local business; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; obtaining bids; awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to the contractor.

- B. To promptly provide LOS GATOS with awarded final specifications and contract documents for the PROJECT.
- C. To cooperate with LOS GATOS should LOS GATOS raise any issues concerning the work in LOS GATOS'S jurisdiction that requires correction by the selected contractor prior to acceptance or within the warranty period of the PROJECT.
- D. To assign as the designated project manager for SAN JOSE for the duration of the PROJECT Chanh Do (email: chanh.do@sanjoseca.gov). SAN JOSE's project manager shall have all the necessary authority to direct technical and profession work within the scope of the Agreement and shall serve as the principal point of contact with SAN JOSE.
- E. To keep and maintain a complete copy of all records regarding costs and expenditures relating to the PROJECT, together with a complete copy of all plans, specifications, reports, contracts and other documents relating to the PROJECT, and the same shall be available for inspection by LOS GATOS at any time during usual business hours.
- F. To allow LOS GATOS staff reasonable access to the PROJECT site, at all reasonable times and upon advance notice, to perform observation of any work on the LOS GATOS portion of the PROJECT.
- G. To provide LOS GATOS with a copy of as-built record drawings for the PROJECT including specifically the LOS GATOS portion thereof.
- H. To require the contractor on the PROJECT, obtain all required permits and approvals for all PROJECT work, including work associated with the LOS GATOS portion thereof.
- I. To include a clause in its contract with the contractor on the PROJECT that LOS GATOS is an intended third-party beneficiary of the construction contract.
- J. To require the contractor on the PROJECT obtain all required permits and approvals for all PROJECT work, including work associated with the LOS GATOS portion thereof.
- K. To provide a final accounting of all PROJECT costs associated with the LOS GATOS portion of the PROJECT to LOS GATOS within thirty (30) days after the Parties accept the PROJECT as complete.

3. LOS GATOS'S OBLIGATIONS:

LOS GATOS agrees as follows:

- A. Pay for 100% of LOS GATOS's share of the Construction Cost. As used in this Agreement, the term "Construction Cost" is defined to mean the actual amount paid to the contractor for the PROJECT, plus ten percent (10%) for SAN JOSE's engineering, construction management and other administrative services and, if necessary, a ten percent (10%) construction contingency, which construction contingency shall be used to provide funding for unanticipated work that may be necessary for the proper completion of the PROJECT. LOS GATOS's share of the Construction Cost is 100% of the Construction Cost for the LOS GATOS owned portion of the road. Provided, however, that total payments made by LOS GATOS under this Agreement shall not exceed the maximum amount of **Seven Hundred Thirty-Four Thousand Ninety-Nide Dollars (\$734,099)** ("Total Reimbursement Amount")
- B. "Project Delivery" is defined as engineering, construction management, and associated management and administrative services provided by SAN JOSE as lead agency for the PROJECT.
- C. The PARTIES understand that the PROJECT cost is based upon the engineer's estimates and prior to public works bidding for PROJECT, as set forth in **Exhibit "B"**. The engineer's estimate includes a 10% construction contingency which is consistent with SAN JOSE'S practice for public works construction contracts awarded to the lowest responsive and responsible bidder as an allowance for potential contract change orders. Should actual costs based upon SAN JOSE's construction contractor's public works bid exceed the Total Reimbursement Amount, prior to the award of any contract this Agreement shall be amended to set forth a revised Total Reimbursement Amount or terminated.
- D. To pay its share of the Construction Cost within forty-five (45) business days of receiving and approving the detailed invoice from SAN JOSE, provided that the following conditions are met:
1. The PROJECT has been completed and LOS GATOS has approved the portion of the work in its jurisdiction. Acceptance by CITY shall be made in writing to SAN JOSE. CITY may request documentation of such costs and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.
 2. The detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contrast unit prices paid and negotiated change order(s), if any.
 3. SAN JOSE shall invoice LOS GATOS only one (1) time which shall occur after PROJECT completion, and this invoice shall be considered as the final detailed invoice for the PROJECT.
- E. To assign as the designated project manager for LOS GATOS for the duration of the **PROJECT XXXXXXXXXXXXXXXXXXXX (email:XXXXXXXXXXXXXXXXXX)**. LOS

GATOS's project manager shall have all the necessary authority to review and approve and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with SAN JOSE.

4. TERM OF AGREEMENT:

- A. Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be until PROJECT acceptance by both parties and final payments of all outstanding balances.
- B. Consistent with City of San Jose Standard Specifications, Section 7-1.23, SAN JOSE shall cause the contractor to provide a warranty period of at least one (1) year from the acceptance date.

5. OWNERSHIP AND MAINTENANCE:

- A. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed as a part of the PROJECT within the limits of SAN JOSE will automatically be vested in SAN JOSE, and all materials, equipment and appurtenances installed as a part of the PROJECT within the LOS GATOS limits will be vested in LOS GATOS, and no further agreement will be necessary to transfer ownership.
- B. This Agreement does not change any authority or responsibility between LOS GATOS and SAN JOSE with regard to maintenance, operation or further repair responsibility.

6. CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:

Any contractor(s) hired by either Party to perform the work included in the PROJECT shall not be an agent or employee of either Party and will perform such work as independent contractor. All persons employed by or contracted with such contractor(s) to furnish labor and/or materials in connection with the work in the PROJECT shall not be employees of either Party in any respect.

The Parties agree and intend that SAN JOSE and LOS GATOS are independent entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them, except as may be agreed to expressly by this Agreement

7. TERMINATION:

Once SAN JOSE has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to all Parties.

8. NO PLEDGING OF EITHER CITY'S CREDIT:

Under no circumstances shall either LOS GATOS or SAN JOSE have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

9. NO THIRD PARTY BENEFICIARY:

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

10. AMENDMENTS:

No alternation or violation of the terms of this Agreement shall be valid unless made in writing and signed by the parties and incorporated into this Agreement

11. NOTICES:

Notices are to be sent as follows:

To SAN JOSE:

Chanh Do
Associate Engineer
Department of Transportation
City of San Jose
1404 Mabury Road
San Jose, CA 95133

To LOS GATOS:

XXXXXXXXXXXXX

XXXXXXXXXXXXX

Town of Los Gatos
110 E. Main St
Los Gatos, CA 95030

12. SEVERABILITY CLAUSE:

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

13. ENCROACHMENT PERMITS:

Both Parties to this Agreement will cooperate and /or provide access to its consultants, engineers and contractors for the PROJECT in the jurisdictional boundaries of each Party. Contractor shall obtain street opening permit from LOS GATOS and LOS GATOS shall provide such a permit at no cost.

14. HOLD HARMLESS/INDEMNIFICATION:

It is understood and agreed that pursuant to California Government Code Section 895.4, that each Party shall fully indemnify and hold the other Party harmless from any liability imposed for injury (as defined in Government Code Section 810.8) by reason of anything done or omitted to be done by the indemnifying Party in connection with any work, authority or jurisdiction delegated to the respective Party under this Agreement. This hold harmless and indemnification provision shall apply to any activities, errors or omissions of the indemnifying Party and/or that Party's officers, employees, agents, or any person or entity acting or omitting to act for or on behalf of said Party or such person or entities as are specifically authorized and empowered by that Party to act for it. For the activities, errors and/or omissions of the contractor retained for the Project, each Party shall defend, indemnify and hold harmless the other Party to the fullest extent legally possible for all work performed in the indemnifying Party's jurisdiction.

15. CAPTIONS:

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation of this Agreement.

16. INSURANCE REQUIREMENTS:

SAN JOSE shall require any contractor awarded a contract for any portion of the work to be done on the PROJECT to secure and maintain in full force and effect at all times during construction and performance of the PROJECT, and until said PROJECT is accepted by all Parties, and any other time periods specified in the 2023 MAJOR STREETS REMOVE & REPLACE PAVEMENT PROJECT, 2023 MAJOR STREETS SEALING PROJECT and 2023 MAJOR STREETS RESURFACING PROJECT contract documents, insurance coverage described below, at no additional cost to either SAN JOSE or LOS GATOS, with coverage amounts, required endorsements, certificates of insurance, and coverage verifications satisfactory and acceptable to all Parties. LOS GATOS, its respective City Council, Board of Supervisors, commissions, officers, employees, volunteers and agents shall be added as additional insureds on the commercial general liability policy with respect to liability arising out of the contractor's work for SAN JOSE on this Project.

It is mutually understood that during the term of the construction activities on the PROJECT, SAN JOSE will require the selected contractor to carry commercial general liability in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence ; automobile liability in an amount not less than Two Million Dollars (\$2,000,000) per accident; and a Workers' Compensation Insurance policy as required by the State of California, with

Statutory and Employer's Liability Insurance limits of not less than One Million Dollars (\$1,000,000).

17. STATUTES AND LAW GOVERNING CONTRACT:

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. SAN JOSE shall require that any contractor awarded a contract for any portion of the work to be done on the PROJECT comply with the requirements for prevailing wage under Labor Code Section 1770, et seq. The PROJECT shall be paid for and constructed in accordance with all ordinances, resolutions, rules, regulations, and laws of SAN JOSE to the extent they are consistent with state statutes and the ordinances, resolutions, rules, regulations and laws of LOS GATOS.

18. WAIVER:

The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition, or covenant.

19. ENTIRE AGREEMENT:

This Agreement contains the entire Agreement between TOWN OF LOS GATOS and CITY OF SAN JOSE to the PROJECT. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

20. OTHER AGREEMENTS:

This Agreement shall not prevent either Party from entering into similar agreements with others. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is intent of the Parties that this Agreement shall become operative on the effective date.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

TOWN OF LOS GATOS, CALIFORNIA

110 E. Main St
Los Gatos, CA 95030
Phone: XXX-XXX-XXXX

APPROVED AS TO FORM:

_____	_____	_____	_____
XXXXXXXXXX	Date	XXXXXXXXXX	Date
Town Attorney		Town Manager	

CITY OF SAN JOSE, CALIFORNIA

200 E. Santa Clara Street
San Jose, CA 95113
Phone: (408) 277-5777
Fax: (408)277-3131

APPROVED AS TO FORM:

_____	_____	_____	_____
DIANA YUAN	Date	SARAH ZARATE	Date
Deputy City Attorney		Director, Office of the City Manager	

EXHIBIT "A"

SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

The sealing part of the PROJECT consists of removing and replacing structurally failed areas up to 6 inches in depth of asphalt concrete, micro surfacing the pavement surface, adjusting utility covers, and replacement of affected traffic striping on the areas illustrated below. Approximately 74% of Los Gatos Almaden Road between Taft Drive and Leigh Avenue is within SAN JOSE's jurisdiction and 26% is within LOS GATOS's jurisdiction.

The resurfacing part of the PROJECT consists of milling 2 inches in depth of asphalt concrete, lowering and raising utility boxes, removing and replacing failed areas up to 3 inches in depth of asphalt concrete, and replacement of affected traffic striping on the areas illustrated below.

Approximately 50% of Blossom Hill Road between Blossom Dale Drive and Francis Oak Way is within SAN JOSE's jurisdiction and 50% is within LOS GATOS's jurisdiction.

Approximately 15% of Union Avenue between Los Gatos Almaden Road and Blossom Hill Road is within SAN JOSE's jurisdiction and 85% is within LOS GATOS's jurisdiction.

Approximately 100% of Blossom Hill Road between Blossom Dale Drive and Union Avenue is within LOS GATOS's jurisdiction.

SAN JOSE is to deliver the PROJECT and prepare pavement design, and striping plans within the PROJECT limits.

The work to be performed is fully described in the 2023 MAJOR STREETS REMOVE & REPLACE PAVEMENT PROJECT, 2023 MAJOR STREETS SEALING PROJECT and 2023 MAJOR STREETS RESURFACING PROJECT contract documents.

Figure: Project Limit and Location Map

LOS GATOS ALMADEN ROAD (TAFT DRIVE – LEIGH AVENUE)



BLOSSOM HILL ROAD (FRANCIS OAKS WAY – BLOSSOM DALE DRIVE)



BLOSSOM HILL ROAD (BLOSSOM DALE DRIVE – UNION AVENUE)



UNION AVENUE (LOS GATOS ALMADEN ROAD – BLOSSOM HILL ROAD)



EXHIBIT "B"

COST ESTIMATE

ITEM #	ITEM DESCRIPTION	UNIT	Total Quantity		UNIT COST	Microsurfacing Cost		Resurfacing Cost		Total Cost	
JURISDICTION			CSJ	TLG		CSJ	TLG	CSJ	TLG	CSJ	TLG
GOOGLE EARTH AREA			SF	212,993	238,414						
1	MICROSURFACING	TON	168	98	\$ 295.00	\$ 49,693.34	\$ 17,830.98	\$ -	\$ 11,192.01	\$ 49,693.34	\$ 29,022.99
2	Tack Coat	TON	12	7	\$ 520.00	\$ 6,082.99	\$ 2,182.70	\$ -	\$ 1,370.02	\$ 6,082.99	\$ 3,552.72
3	3" Digouts	SY	404	291	\$ 50.00	\$ 14,973.51	\$ 5,372.80	\$ 5,219.05	\$ 9,180.00	\$ 20,192.56	\$ 14,552.80
4	Crack Filler (Revocable)	TON	1	0	\$ 6,000.00	\$ 7,509.03	\$ 2,694.39	\$ -	\$ -	\$ 7,509.03	\$ 2,694.39
5	Grinding Existing Thermoplastic Pavement Marking (Revocable)	SF	1,853	665	\$ 3.00	\$ 5,558.92	\$ 1,994.65	\$ -	\$ -	\$ 5,558.92	\$ 1,994.65
6	Grinding Existing Thermoplastic Pavement Striping (Revocable)	LF	8,543	6,010	\$ 1.00	\$ 8,543.00	\$ 6,010.00	\$ -	\$ -	\$ 8,543.00	\$ 6,010.00
7	COLD PLANE 2"	SY	4,949	15,559	\$ 1.00	\$ -	\$ -	\$ 4,949.00	\$ 15,559.00	\$ 4,949.00	\$ 15,559.00
8	RHMA (1/2") - Type G (In Place) 2"	TON	549	1,727	\$ 160.00	\$ -	\$ -	\$ 87,894.24	\$ 276,327.84	\$ 87,894.24	\$ 276,327.84
9	Thermoplastic: 2-Way Left Turn Stripe (Revocable)	LF	1,386	1,746	\$ 2.50	\$ 3,463.75	\$ 923.75	\$ -	\$ 3,440.00	\$ 3,463.75	\$ 4,363.75
10	Thermoplastic: Double Yellow Stripe (Revocable)	LF	2,853	3,857	\$ 3.00	\$ 5,326.50	\$ 2,146.50	\$ 3,232.50	\$ 9,424.50	\$ 8,559.00	\$ 11,571.00
11	Thermoplastic: 6" Stripe (Revocable)	LF	7,603	10,422	\$ 1.50	\$ 9,537.00	\$ 3,363.00	\$ 1,867.50	\$ 12,270.00	\$ 11,404.50	\$ 15,633.00
12	Thermoplastic: 12" Stripe (Revocable)	LF	68	168	\$ 7.50	\$ -	\$ -	\$ 510.00	\$ 1,260.00	\$ 510.00	\$ 1,260.00
13	Thermoplastic: Bike Lane Stripe - 6" (Revocable)	LF	13,296	11,223	\$ 1.50	\$ 19,074.00	\$ 6,726.00	\$ 870.00	\$ 10,108.50	\$ 19,944.00	\$ 16,834.50
14	Thermoplastic: Bike Lane Skip Stripe - 6" Skip (Revocable)	LF	-	4,370	\$ 1.25	\$ -	\$ -	\$ -	\$ 5,462.40	\$ -	\$ 5,462.40
15	Thermoplastic: Skid Resistance Green Thermoplastic Pavement Material	SF	5,685	5,880	\$ 15.00	\$ 56,250.00	\$ 14,062.50	\$ 29,020.11	\$ 74,140.11	\$ 85,270.11	\$ 88,202.61
16	Thermoplastic: 12" Stripe - 45 Degree Diagonal	LF	605	816	\$ 11.00	\$ 6,658.10	\$ 2,347.82	\$ -	\$ 6,630.43	\$ 6,658.10	\$ 8,978.26
17	Thermoplastic: Bike Lane Symbol	EA	24	24	\$ 110.00	\$ 2,200.00	\$ 518.09	\$ 407.31	\$ 2,073.66	\$ 2,607.31	\$ 2,591.75
18	Thermoplastic: Bike Lane Straight Arrow	EA	24	24	\$ 50.00	\$ 1,000.00	\$ 235.50	\$ 185.14	\$ 942.57	\$ 1,185.14	\$ 1,178.07
19	Thermoplastic: Bike Detection Symbol	EA	5	5	\$ 65.00	\$ 259.26	\$ 81.64	\$ 64.18	\$ 261.83	\$ 323.44	\$ 343.47
20	Install Type B, C, D, G, H or Blue Raised Retroreflective Pavement Markers (Revocable)	EA	381	374	\$ 6.00	\$ 1,833.76	\$ 577.44	\$ 453.97	\$ 1,668.18	\$ 2,287.74	\$ 2,245.61
22	Lower Water Valve (Revocable)	EA	5	26	\$ 550.00	\$ -	\$ -	\$ 2,750.00	\$ 14,300.00	\$ 2,750.00	\$ 14,300.00
23	Raise Water Valve Box to Grade (Revocable)	EA	5	26	\$ 550.00	\$ -	\$ -	\$ 2,750.00	\$ 14,300.00	\$ 2,750.00	\$ 14,300.00
24	Lower Sewer Manhole (Revocable)	EA	4	31	\$ 650.00	\$ -	\$ -	\$ 2,600.00	\$ 20,150.00	\$ 2,600.00	\$ 20,150.00
25	Raise Sewer manhole to Grade (Revocable)	EA	4	31	\$ 650.00	\$ -	\$ -	\$ 2,600.00	\$ 20,150.00	\$ 2,600.00	\$ 20,150.00
26	Lower Survey Monument Box (Revocable)	EA	2	10	\$ 500.00	\$ -	\$ -	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00
27	Adjust Survey Monument Box to Grade (Revocable)	EA	2	10	\$ 500.00	\$ -	\$ -	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00
28	Type C (6'x 20') Detector Loop Replacement in AC (Revocable)	EA	-	-	\$ 620.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Type D (6'x 6') Detector Loop Replacement in AC (Revocable)	EA	-	-	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Type Q (6'x 6') Detector Loop Replacement in AC (Revocable)	EA	-	-	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AREA PERCENTAGES			%	47%	53%	\$ 197,963.16	\$ 67,067.76	\$ 147,373.01	\$ 520,211.05	\$ 345,336.17	\$ 587,278.80
											TLG
										Microsurfacing	\$ 67,068
										Resurfacing	\$ 520,211
										Subtotal	\$ 587,279
										Delivery (10%)	\$ 58,728
										Contingency (15%)	\$ 88,092
										Grand Total	\$ 734,099



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 5

DATE: November 14, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Declaring Certain Hazardous Vegetation Growing in the Town of Los Gatos to be a Public Nuisance, Describing Properties Where Such Nuisance Exists, and Setting a Public Hearing Date of January 17, 2023 to Consider Objections to the Proposed Abatement of Hazardous Vegetation for Properties Listed on the 2023 Weed Abatement Program Commencement Report and Order the Abatement

RECOMMENDATION:

Adopt a resolution (Attachment 1) declaring certain hazardous vegetation growing in the Town of Los Gatos to be a public nuisance, describing properties where such nuisance exists (Attachment 2), and setting a public hearing date of January 17, 2023 to consider objections to the proposed abatement of hazardous vegetation for properties listed on the 2023 Weed Abatement Program Commencement Report (Attachment 2) and order the abatement.

BACKGROUND:

The Weed Abatement Program is a different, but complementary program to the Brush Abatement Program, which works to protect the Town by preventing fire hazards created by vegetative growth and the accumulation of combustible debris with the goal of voluntary compliance.

The Town of Los Gatos Municipal Code Chapter 11, Article II, requires property owners to prevent potential fire hazards to provide protection for the property and any nearby structures by clearing hazards. Properties are inspected to confirm the property has been cleared of

PREPARED BY: Meredith Johnston
Administrative Technician

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Director of Parks and Public Works

SUBJECT: Adopt a Resolution Declaring Certain Hazardous Vegetation Growing in the Town of Los Gatos to be a Public Nuisance, Describing Properties Where Such Nuisance Exists, and Setting a Public Hearing Date of January 17, 2023 to Consider Objections to the Proposed Abatement of Hazardous Vegetation for Properties Listed on the 2023 Weed Abatement Program Commencement Report and Order the Abatement

DATE: November 14, 2022

BACKGROUND (continued):

hazards according to the clearance requirements as defined in the Santa Clara County Weed Abatement program <https://weedabatement.sccgov.org/sites/g/files/exjcpb431/files/Program-Guidelines-Brochure.pdf>.

The Town Code also authorizes the Town or the Town's representative to remove the weeds if the property owner fails to do so and to recover costs through an assessment of the property tax bill for each parcel. The Town has contracted with the County for enforcement of the Town's weed abatement ordinance.

Typically, a property is placed in the program after a County Weed Abatement inspector identifies a potential fire hazard on the premises. Fire Departments, Code Enforcement, Parks and Public Works, and other public agencies can also submit complaints to the County. Once a parcel is placed in the program, it will remain until it displays compliance for three consecutive years, at which point it will be removed.

The Program is administered by the County on behalf of the Town and is funded from fees assessed on the properties included on the assessment list. Every year while in the program, each of the property owners are charged an annual compliance inspection fee of \$91 and some incur costs for additional inspections, administrative, and abatement fees.

DISCUSSION:

The Weed Abatement program process consists of eight steps that begin in November and go through August of the following year. Currently, the process is at Step 2 on the list as illustrated below.

1. When properties are identified as having hazardous weeds, they are placed in the program, monitored, and must be compliant for three consecutive years in order to be removed from the program. The County prepares a report of all properties that have been identified and provides a Commencement Report to the Town (Attachment 2) (November).
2. Town Council adopts a resolution declaring weeds on such properties a public nuisance and sets a hearing date to consider objections to the proposed abatement (December).
3. The County sends notice to property owners on the report notifying them of the hearing date, along with guidelines on the Weed Abatement Program explaining that they must

SUBJECT: Adopt a Resolution Declaring Certain Hazardous Vegetation Growing in the Town of Los Gatos to be a Public Nuisance, Describing Properties Where Such Nuisance Exists, and Setting a Public Hearing Date of January 17, 2023 to Consider Objections to the Proposed Abatement of Hazardous Vegetation for Properties Listed on the 2023 Weed Abatement Program Commencement Report and Order the Abatement

DATE: November 14, 2022

DISCUSSION (continued):

remove weeds by the abatement deadline, or it will be done for them, and the cost of the abatement plus administrative costs will be assessed by the County Tax Collector against the respective property (December).

4. Town Council holds a public hearing to consider objections to the proposed abatement and adopts a resolution ordering abatement (January).
5. County sends a courtesy letter to property owners on the report notifying them again of the abatement deadline (January).
6. After the deadline, the properties are inspected by the County Weed Abatement inspector to verify that weeds were removed and proceeds with abatement if the inspection fails. The County creates an assessment report of all costs associated with the abatement and provides that report to the Town (June-July).
7. Town notifies the property owners on the assessment report notifying them of the August public hearing date (July).
8. Town Council holds a hearing, considers objections, and adopts a resolution confirming the assessment report, authorizing the collection of the assessment charges (August).

CONCLUSION:

Through this action, staff is asking Town Council to adopt the necessary resolution to declare certain vegetation growing on identified properties in the Town of Los Gatos to be a public nuisance. Adoption of the resolution will establish a public hearing date of January 17, 2023 to consider objections to the proposed abatement.

COORDINATION:

This program has been coordinated with the Santa Clara County Department of Agriculture and Environmental Management and the Town Attorney.

PAGE 4 OF 4

SUBJECT: Adopt a Resolution Declaring Certain Hazardous Vegetation Growing in the Town of Los Gatos to be a Public Nuisance, Describing Properties Where Such Nuisance Exists, and Setting a Public Hearing Date of January 17, 2023 to Consider Objections to the Proposed Abatement of Hazardous Vegetation for Properties Listed on the 2023 Weed Abatement Program Commencement Report and Order the Abatement

DATE: November 14, 2022

FISCAL IMPACT:

The County's Weed Abatement Program administers services for 13 local agencies under a cost recovery model, paid for by fees imposed on the parcel owners. The estimated program cost related to each agency is based on the number of parcels per agency.

Should the funding associated with the assessments fall short of the total program cost, the Town will be billed for a pro-rata share of the program such that the County achieves full cost recovery. If the County needs to request additional funds, this would be absorbed in the PPW Operating Budget. Funds are provided in the Fiscal Year (FY) 2022/23 Operating Budget to cover the cost of publishing all required legal notices.

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15304, the Town's weed abatement program is categorically exempt from CEQA as a minor alteration to land.

Attachments:

1. Resolution Declaring Properties as Having Potential Fire Hazards from Weeds or Other Combustible Debris and Declare Weeds on Such Properties as a Public Nuisance and Set a Hearing Date of January 17, 2023 to Consider Objections for Proposed Abatement
2. 2023 Weed Abatement Program Commencement Report

DRAFT RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
DECLARING CERTAIN HAZARDOUS VEGETATION GROWING IN
THE TOWN OF LOS GATOS TO BE A PUBLIC NUISANCE, DESCRIBING PROPERTIES
WHERE SUCH NUISANCE EXISTS; ORDERING ABATEMENT AND SETTING A PUBLIC
HEARING DATE OF JANUARY 17, 2023 TO CONSIDER OBJECTIONS FOR PROPOSED
ABATEMENT**

WHEREAS, Section 39501 and Section 39502 of the Government Code of the State of California authorize the Town of Los Gatos to prescribe a procedure for compelling the owner, lessees or occupant of buildings, grounds, or lots to remove hazardous vegetation (weeds) from such buildings or grounds and adjacent sidewalks, and, upon his failure to do so, to remove such hazardous vegetation (weeds) at owner's expense, making the cost thereof a lien upon such property; and

WHEREAS, the Town of Los Gatos, by ordinance, has adopted such a procedure, codified in Chapter 11, Article II, Sections 11.20.010 through 11.20.045 of the Los Gatos Town Code.

NOW, THEREFORE, BE IT RESOLVED: that the Town Council hereby finds that hazardous vegetation "weeds," as that term is defined in Section 11.20.010, are growing upon and adjacent to private property within the Town of Los Gatos, and declares that all hazardous vegetation (weeds) growing upon any private property or properties, and in any sidewalk street, or alley within the Town of Los Gatos are a public nuisance and should be abated.

BE IT FURTHER RESOLVED that unless such nuisance be abated by the destruction or removal of such hazardous vegetation (weeds) within thirty (30) days after the adoption of this resolution, or within the time specified in a written agreement with the Town of Los Gatos Director of Parks and Public Works, or his representative, whichever time shall be later, as provided in Chapter 11, Article II, of the Los Gatos Town Code, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots and lands from which, or in the front and rear of which, such hazardous vegetation (weeds) shall have been destroyed or removed, such expense constituting a lien upon such lots or lands until paid, and to be collected upon the next tax roll upon which general municipal taxes are collected.

BE IT FURTHER RESOLVED that the Director shall execute a "Notice to Destroy Hazardous Vegetation (Weeds)" in the form set forth in Section 11.20.020(b) and shall cause same to be published and posted in the manner prescribed by Section 11.20.020(c).

BE IT FURTHER RESOLVED that on the 17th day of January 2023 at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, California, and via Teleconference, a public hearing will be held during which all property owners in the Town of Los Gatos having any objections to the proposed destruction or removal of such hazardous vegetation (weeds) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 6th day of December 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

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

DATE: _____

**2023 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

Situs			APN			CITY/STATE				
1	831	POLLARD	RD	406-26-011	LAM, MITCHELL	831 POLLARD RD	LOS GATOS	CA	95032-0000	03-
2	0	CALLE		409-04-049	GUPTA, MOHIT AND APAN, PARUL	4708 GRIMSBY DR	SAN JOSE	CA	95130-2037	03-
3	0			409-04-052	UNION PACIFIC CO	10031 FOOTHILLS BLVD	ROSEVILLE	CA	95030	03-
4	0			409-08-001	UNION PACIFIC CO	10031 FOOTHILLS BLVD	ROSEVILLE	CA	95030	03-
5	17291	WEDGEWOOD	AV	409-14-013	KIM, YOUNG CHANG AND TAI HYUN	17291 WEDGEWOOD AV	LOS GATOS	CA	95032-1217	03-
6	14330	LA	DR	409-14-020	GERA, NICHOLAS TRUSTEE & ET AL	19341 MONTE VISTA DR	SARATOGA	CA	95070-6219	03-
7	14341	BROWNS	LN	409-14-035	OKAGAKI, JONATHAN T ET AL	14341 BROWNS LN	LOS GATOS	CA	95032-1214	03-
8	14316	MULBERRY	DR	409-15-005	SAWHNEY, CHANDANDEEP AND	14316 MULBERRY DR	LOS GATOS	CA	95032-0000	03-
9	17631	WEDGEWOOD	AV	409-17-010	BELCHER, PHYLLIS TRUSTEE	17631 WEDGEWOOD AV	LOS GATOS	CA	95032-1220	03-
10	14821	GOLF LINKS	DR	409-27-005	NEAL WALTER E JR TRUSTEE	770 CHESTNUT ST	SAN JOSE	CA	95110-1805	300
11	27	MONTGOMERY	ST	410-17-008	DELLA MAGGIORE, EUGENE D AND	P O BOX 5068	SAN JOSE	CA	95150	03-
12	25	MONTGOMERY	ST	410-17-009	MILLEN, MARK P	25 MONTGOMERY ST	LOS GATOS	CA	95030-5314	03-
13	16245 N	BURTON	RD	424-06-115	SWENSON, C B TRUSTEE	777 1ST ST N FL 5	SAN JOSE	CA	95112	03-
14	0 N	BURTON	RD	424-06-116	SWENSON, C B TRUSTEE	777 1ST ST N FL 5	SAN JOSE	CA	95112	03-
15	14823	LOS GATOS	BL	424-07-065	14823 LGB LLC	2600 EL CAMINO REAL STE	PALO ALTO	CA	94306-1719	03-
16	14926	LOS GATOS	BL	424-10-009	TSAI, UNDINE Y TRUSTEE	276 LAS MIRADAS DR	LOS GATOS	CA	95032-7687	03-
17	15545	BENEDICT	LN	424-20-008	NELSON, VICTORIA S	1480 MORAGA RD C	MORAGA	CA	94556-2005	03-
18	15710	WINCHESTER	BL	424-27-013	DONNELLY, TESSA I ET AL	15710 WINCHESTER BL	LOS GATOS	CA	95030-3305	03-
19	0	LAUREL	AV	510-41-068	GERTRIDGE, JOHN H ET AL	1080 COLLEGE AV	MENLO PARK	CA	94025	03-
20	72	FAIRVIEW		510-43-010	MURPHY, ROBERT J	72 FAIRVIEW PLAZA	LOS GATOS	CA	95030-5818	03-
21	110 N	WOOD	RD	510-47-038	COVIA COMMUNITIES	2185 CALIFORNIA BL N STE	WALNUT CREEK	CA	94596-3508	03-
22	138	WOOD	RD	510-47-044	FRENKEL, LILY M AND DRAA, JUSTIN	138 WOOD RD	LOS GATOS	CA	95030-6740	03-
23	779	BLOSSOM HILL	RD	523-04-037	LI, LINYING AND SUN, SHENGXUAN	779 BLOSSOM HILL RD	LOS GATOS	CA	95032-3502	03-
24	15931	BLOSSOM HILL	RD	523-25-028	TERRY, NAKA K	15931 BLOSSOM HILL RD	LOS GATOS	CA	95032-4808	03-

**2023 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

	Situs		APN				CITY/STATE			
25	263	PINEHURST	AV	523-43-019	GORMAN, ROBERT L AND THERESA A	263 PINEHURST AV	LOS GATOS	CA	95032-3917	03-
26	15941	QUAIL HILL	RD	527-02-006	KHOSRAVI, ARVIN AND MOZAFAR,	15941 QUAIL HILL RD	LOS GATOS	CA	95032-4819	03-
27	72	DRYSDALE	DR	527-02-007	DIEP, JOHN AND ALLISON	5950 COUNTRY CRUZ PY	SAN JOSE	CA	95138	03-
28	15790	BLOSSOM HILL	RD	527-07-006	TAI, CHAIN CHANG AND HOH, BAO	2941 BANNISTER AV	GILROY	CA	95020-0000	03-
29	16084 N	GREENRIDGE	TR	527-15-002	LUU, RICHARD T	952 5TH ST N	SAN JOSE	CA	95112-4411	03-
30		LARGA VISTA	DR	527-16-013	GUEVARA MARIA E TRUSTEE & ET AL	14975 LARGA VISTA DR	LOS GATOS	CA	95032-4917	300-
31	14960	LARGA VISTA	DR	527-16-016	PROUTY, PAUL ROBERT AND	14960 LARGA VISTA DR	LOS GATOS	CA	95032-4918	03-
32	14850	BLOSSOM HILL	RD	527-18-014	O'DEEGAN, STEPHEN J TRUSTEE	14850 BLOSSOM HILL RD	LOS GATOS	CA	95032-4901	03-
33	401	SURMONT	DR	527-20-002	BATE, ROSEMARY S	110 BELVALE DR	LOS GATOS	CA	95032	03-
34	175	BELWOOD		527-30-032	HOUGH, JUSTIN TRUSTEE	175 BELWOOD GATEWAY	LOS GATOS	CA	95032-5139	03-
35	310	SANTA ROSA	DR	527-55-036	VERSGROVE, JOHN	310 SANTA ROSA DR	LOS GATOS	CA	95032-5721	03-
36	0	ALTA TIERRA	CT	527-55-042	OHM, VICTOR J AND VANNA J	3802 AINSLEY CT	CAMPBELL	CA	95008	03-
37	118	HARWOOD	CT	527-56-020	SIU, MARIAN Y TRUSTEE	118 HARWOOD CT	LOS GATOS	CA	95032-0000	03-
38	112	HARWOOD	CT	527-57-008	CHANG, WEICHAU AND YISHAN Y	112 HARWOOD CT	LOS GATOS	CA	95032-5151	03-
39	615	BLOSSOM HILL	RD	529-16-026	DUNN PROPERTIES LP ETAL	301 ALTA LOMA LN	SANTA CRUZ	CA	95062	300-
40	17045	PINE	AV	529-20-011	HOANG, HENRY TRUSTEE	215 VISTA DE SIERRA	LOS GATOS	CA	95030-0000	03-
41	0	BELLA VISTA	AV	529-21-010	MASTERSON, ANTHONY D AND KU-	385 BELLA VISTA AV	LOS GATOS	CA	95032-5416	03-
42		BELLA VISTA	AV	529-23-015	PETERS JAKE C AND KATHERINE H	P O BOX 3486	KETCHUM	ID	83340	319-
43		BELLA VISTA	AV	529-23-016	ROSS DANIEL LEE TRUSTEE	188 VILLA AVE	LOS GATOS	CA	95030	319-
44	401	ALBERTO	WY	529-23-018	LP ACQUISITIONS LLC	535 MIDDLEFIELD RD STE	MENLO PARK	CA	94025	03-
45	0	BELLA VISTA	AV	529-23-019	HARLAN, MARILYN S TRUSTEE	4168 RIVA RIDGE	FAIR OAKS	CA	95628-6429	03-
46	0	BELLA VISTA	AV	529-23-020	SHANKER, BENJAMIN J AND SHARI	350 BELLA VISTA AV	LOS GATOS	CA	95032-5400	03-
47		NO SITUS		529-29-065	DOUGLAS-KIDDER, VASILIKI	10 RESERVOIR RD	LOS GATOS	CA	95030-0000	03-
48	0	RESERVOIR	RD	529-29-066	DOUGLAS-KIDDER, VASILIKI	10 RESERVOIR RD	LOS GATOS	CA	95030-0000	03-

**2023 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

Situs			APN			CITY/STATE				
49	140	FOSTER	RD	529-37-015	MULLANEY, STEPHEN P TRUSTEE &	140 FOSTER RD	LOS GATOS	CA	95030-0000	03-
50		(VACANT)	NU	529-39-047	GLEMBOCKI, JAROSLAW TRUSTEE	471 SANTA ROSA DR	LOS GATOS	CA	95032	300
51	16336	SHADY VIEW	LN	532-03-034	COULSON, ALLAN A AND ADRIANA C	16336 SHADY VIEW LN	LOS GATOS	CA	95032-4723	03-
52	16666	TOPPING	WY	532-09-018	PINKSTON, DEBORAH J TRUSTEE	16666 TOPPING WY	LOS GATOS	CA	95032-5648	03-
53	0 N	TWIN OAKS	DR	532-16-006	SURREY FARMS GROUP LLC	401 CARMELINA AV N	LOS ANGELES	CA	90049	03-
54	16510	KENNEDY	RD	532-17-025	TSAO, WILLIAM AND PENG, ANGELA	16510 KENNEDY RD	LOS GATOS	CA	95032-6431	03-
55	16461	KENNEDY	RD	532-17-027	WALL, RYAN COMFORT TRUSTEE &	15650 LINDA AV	LOS GATOS	CA	95032-3714	03-
56	16481	KENNEDY	RD	532-17-028	HAKHU, JAI K AND NALINI	7 SHORE PINE DR	NEWPORT COAST	CA	92657	03-
57	17511	PHILLIPS	AV	532-39-009	UPLIFT FAMILY SERVICES	251 LLEWWLLYN AV	CAMPBELL	CA	95008	03-
58	17435	PHILLIPS	AV	532-39-013	SCHWEKUTSCH, MICHAEL AND	17435 PHILLIPS AV	LOS GATOS	CA	95030-7562	03-
59	15220	KENNEDY	RD	537-15-004	IYAR, SUBRAH S TRUSTEE	15292 KENNEDY RD	LOS GATOS	CA	95032-0000	03-
60	14050	SHANNON	RD	537-17-027	LEIRER, VON OTTO AND PERZOW,	14050 SHANNON RD	LOS GATOS	CA	95032-0000	03-
61	233	FORRESTER	RD	537-21-010	PSF REO LLC	2121 PARK PL STE 230	EL SEGUNDO	CA	91302	03-
62	229	FORRESTER	RD	537-22-011	SATIA, JAGAT B AND INDIRA	229 FORRESTER RD	LOS GATOS	CA	95032-6508	03-
63	210	WOODED VIEW	DR	537-23-046	CUNNINGHAM, JAMES F TRUSTEE	210 WOODED VIEW DR	LOS GATOS	CA	95032-5738	03-
64	15876	SHANNON	RD	537-26-009	REDDY, SHIVPAL G TRUSTEE & ET AL	15876 SHANNON RD	LOS GATOS	CA	95032	03-
65	15760	SHANNON	RD	537-26-018	KELLERMANN, MARC AND GUPTA,	15760 SHANNON RD	LOS GATOS	CA	95032-5759	03-
66	16060	CERRO VISTA	DR	537-30-004	BREZOCZKY, BLASIU TRUSTEE &	16060 CERRO VISTA DR	LOS GATOS	CA	95032-0000	03-



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 6

DATE: November 22, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Following Actions Related to the Tyler Technologies Contract:
a. Authorize the Town Manager to Execute a Second Amendment to the Agreement with Tyler Technologies to Increase Compensation by \$33,000 for a Total Contract Amount Not to Exceed \$1,295,061; and
b. Authorize an Expenditure Budget Adjustment in the Amount of \$33,000 from Available Information Technology Fund

RECOMMENDATION:

Authorize the Following Actions Related to the Tyler Technologies Contract:
a. Authorize the Town Manager to execute a second amendment to the agreement with Tyler Technologies to increase compensation by \$33,000 for a total contract amount not to exceed \$1,295,061; and
b. Authorize an expenditure budget adjustment in the amount of \$33,000 from available Information Technology Fund.

BACKGROUND:

The Town of Los Gatos issued a Request for Proposal (RFP) to solicit responses from qualified firms offering proven, integrated solutions to replace the Town's current CentralSquare FinancePlus Enterprise Resource Planning system, specifically in the areas of Finance, Human Resources, Payroll, and Miscellaneous Billing.

After the RFP submittal, Tyler Technologies provided a demonstration of their Tyler Munis system both to the executive management staff and to particular Town staff power users. The response to the RFP was reviewed by an inter-disciplinary Town team, evaluating the submittal based on enhanced reporting capabilities, streamlined process workflows, and self-service online services for residents, customers, and vendors.

PREPARED BY: Gitta Ungvari
Finance Director

Reviewed by: Assistant Town Manager, Town Attorney, and Information Technology Manager

BACKGROUND (cont'd):

The reviewers also assessed the proposer's demonstration of organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to provide a fully integrated and proven ERP solution to include both implementation and ongoing maintenance and support. Based on staff's overall assessment, it was decided to enter into an agreement with Tyler Technologies. Council approved this agreement at their June 21, 2022 Meeting.

A first amendment was executed on August 17, 2022 to add language to the insurance section of the agreement at the Town Attorney's request.

DISCUSSION:

Staff has been working with Tyler to start the implementation and is in the process of completing various analysis on the current and future state of the new enterprise resource planning system. During these early stages of implementation analysis, staff become aware that our original quote only included limited summary data conversion from the legacy system. Staff is requesting converting five-years of detailed general ledger and five-years of budget historical conversion with this agreement amendment (Attachment 1). Typically, governments convert none or very limited data during the new system implementation and use their legacy system to obtain historical data. Due to significant instability of the existing system, staff recommends that five years of historical data conversion is necessary to secure access to legacy data, streamline the reporting process, and increase Town-wide efficiencies.

CONCLUSION:

Authorize the Following Actions Related to the Tyler Technologies Contract:

- a. Authorize the Town Manager to Execute a Second Amendment to the Agreement with Tyler Technologies to Increase Compensation by \$33,000 for a Total Contract Amount Not to Exceed \$1,295,061; and
- b. Authorize an Expenditure Budget Adjustment in the Amount of \$33,000 from Available Information Technology Fund.

FISCAL IMPACT:

Sufficient funds for this amendment are available in the Information Technology Fund. For this reason, the Council is also being asked to approve an expenditure budget adjustment in the amount of \$33,000 to the Capital Program Budget.

ENVIRONMENTAL ASSESSMENT:

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

PAGE 3 OF 3

SUBJECT: Authorize Actions Related to the Tyler Technologies Contract

DATE: November 22, 2022

Attachment:

1. 2nd Amendment to Tyler Technologies Agreement (Exhibit A Tyler Quote)

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 6th day of December 2022 and amends that certain agreement for enterprise resource planning services dated June 30, 2022, made by and between the Town of Los Gatos, ("Town,") and Tyler Technologies, Inc. ("Consultant.")

RECITALS

- A. Town and Consultant entered into an enterprise resource planning Agreement on June 30, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town and Consultant amended the Agreement on August 16, 2022, a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Second Amendment.

AMENDMENT

- 1. Compensation is being increased by \$33,000 for a total contract amount not to exceed \$1,295,061.
- 2. 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: _____
Laurel Prevetti, Town Manager

By: _____
Robert Kennedy-Jensen
Group General Counsel
Tyler Technologies, Inc.

Department Approval:

Gitta Ungvari
Finance Director

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

1 of



Quoted By: Jennifer Wahlbrink
 Quote Expiration: 04/26/23
 Quote Name: Town of Los Gatos-EERP-Detailed
 GL History Conversion
 Quote Description: 11-17-22 Town of Los Gatos, CA
 v.3 5yr GL History Detail & BG
 Hist. Conv.

Sales Quotation For:

Town of Los Gatos
 110 E Main St Lbby
 Los Gatos CA 95030-6945
 Phone: +1 (408) 354-6828

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Conversions – See Detailed Breakdown Below				\$ 33,000.00	\$ 0.00
TOTAL				\$ 33,000.00	\$ 0.00

Summary

Total Tyler License Fees

One Time Fees

\$ 0.00

Recurring Fees

\$ 0.00

Total SaaS

\$ 0.00

\$ 0.00

2022-369029-G0F3B3

CONFIDENTIAL

Page 1

Total Tyler Services	\$ 33,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 33,000.00	\$ 0.00
Contract Total	\$ 33,000.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Budgets up to 3 years	2	\$ 1,500.00	\$ 0.00	\$ 3,000.00
Professional Services				
5yr Detailed GL History Conversion	1	\$ 30,000.00	\$ 0.00	\$ 30,000.00
TOTAL				\$ 33,000.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or

services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 7

DATE: November 11, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a First Amendment to an Agreement for Services with LWP Claims Solutions to Provide Workers' Compensation Third-Party Administration (TPA) Services Effective January 1, 2023, through December 31, 2027, for an Amount of \$350,000, and for a Total Amount Not to Exceed \$521,357.

RECOMMENDATION:

Authorize the Town Manager to execute a first amendment to an agreement for services with LWP Claims Solutions (Attachment 1) to provide workers' compensation third-party administration (TPA) services effective January 1, 2023, through December 31, 2027, for an amount of \$350,000, and for a total amount not to exceed \$521,357.

BACKGROUND:

The California Division of Occupational Safety and Health requires that all employers provide workers' compensation insurance protection for workers who are injured or ill as a result of their employment to provide medical care and replace lost income. The Town of Los Gatos is self-insured for workers' compensation insurance and engages the services of a third-party administrator to receive and evaluate employee claims, authorize and pay for medical care, coordinate the payment of lost income, ensure the plan remains in compliance with state regulations, provide training to managers and supervisors, determine appropriate reserves for future medical care and permanent disability, and represent the Town in cases that are elevated for evaluation before the Workers' Compensation Appeals Board.

After a competitive Request for Proposals process, LWP Claims Solutions was selected to provide workers' compensation third-party claims administration services for the Town effective January 1, 2020. The original agreement (Attachment 2) will expire on December 31, 2022.

PREPARED BY: Salina Flores
Human Resources Director

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

SUBJECT: Authorize the Town Manager to Execute a First Amendment to an Agreement for Services with LWP Claims Solutions

DATE: November 11, 2022

DISCUSSION:

Since LWP Claims Solutions was initially selected as the Town's third-party administrator (TPA) on January 1, 2020, the Town has seen significant improvements in workers' compensation claim administration efficiency. LWP Claims Solutions representatives have extensive workers' compensation claim administration experience, demonstrate a detailed customer service delivery process, and strive for the most cost-effective solutions, while still providing excellent care options for our employees. The claims management team from LWP Claims Solutions continues to review the Town's workers' compensation files and provides responsive, innovative solutions and strategies on many of the more complicated claims. Many staff have been with LWP Claims Solutions for over 20 years. The aforementioned are critical factors when assessing and analyzing ongoing and complex workers' compensation claims.

The Town entered into the original agreement with LWP for three years. LWP has met or exceeded the Town's workers compensation needs and would like to continue this working relationship through a contract extension.

CONCLUSION:

Staff recommends that Council authorize the Town Manager to execute a first amendment to an agreement for services with LWP Claims Solutions (Attachment 1) to provide workers' compensation third-party administration services effective January 1, 2023, through December 31, 2027, for an amount of \$350,000, and for a total amount not to exceed \$521,357.

FISCAL IMPACT:

LWP Claims Solution has committed to not exceed claims administration fee increase amounts of more than 3% percent each year during the agreement. Staff will monitor the contract cost to determine if a mid-year budget adjustment to factor the additional cost into the Fiscal Year (FY) 2022/23 Operating Budget is necessary. The costs for the additional four years of the agreement will be recommended annually as part of the annual Operating Budget adoption.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. First Amendment with Exhibit A Service Fee Schedule
2. Original Agreement

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 1ST day of JANUARY 1, 2023, by and between the Town of Los Gatos, State of California, herein called the "Town," and LWP Claims Solutions, Inc., ("Consultant"), whose address is 35 Miller Avenue #214, Mill Valley, CA 94941. This Agreement is made with reference to the following facts.

RECITALS

- A. Town and Consultant entered into a Consultant Services Agreement from January 1, 2020, through December 31, 2022, to provide workers' compensation third-party claims administration services for the Town's self-insured workers' compensation program. ("Agreement") (see Attachment 1).
- B. The Town and Consultant wish to enter into a First Amendment to the Agreement to extend the duration of the agreement and increase the compensation.

AMENDMENT

- 1. Extend the duration of the agreement from January 1, 2023, through December 31, 2027.
- 2. Increase the compensation by \$350,000 for the additional duration for a total compensation not to exceed \$521,357, inclusive of all costs.
- 3. All other terms and conditions of the Agreement dated January 1, 2020, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed the First Amendment to Agreement as of the date indicated above.

Town of Los Gatos:

Consultant:

By: _____
Laurel Prevetti
Town Manager

By: _____
Judy Adlam, President & CEO
LWP Consulting Solutions, Inc.

Department Approval:

Salina Flores
Human Resources Director Approved

as to Form:

Gabrielle Whelan Town
Attorney

Attest:

Wendy Wood
Town Clerk

ATTACHMENT 1

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 1st day of January, 2020 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and LWP Claims Solutions, Inc., ("Consultant"), whose address is 35 Miller Avenue #214, Mill Valley, CA 94941. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide workers' compensation third-party claims administration services for the Town's self-insured workers' compensation program.
- 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 Scope of Services sent to the Town on August 19, 2019, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from January 1, 2020 to December 31, 2022.
- 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 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 \$171,357**, inclusive of all costs. The service fee schedule is incorporated in this agreement as Exhibit B. 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: Human Resources
110 E. Main Street
Los Gatos, CA 95030

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 Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be:

Amber Davis, Claims Manager
P.O. Box 349016
Sacramento, CA 95834
Phone: (916) 609-3654 Email: a_davis@lwpclaims.com

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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 sixty days (60) 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: Human Resources Director
110 E. Main Street
Los Gatos, CA 95030

LWP Claims Solutions, Inc.
Attn: Judy Adlam, President & CEO
35 Miller Ave #214
Mill Valley, CA 94941

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

Unless otherwise specified, consultant contact with Town shall be limited to the Human Resources Director, Human Resources Analyst, Human Resources Technician, Town Attorney, Town Manager or their designee.

- 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.

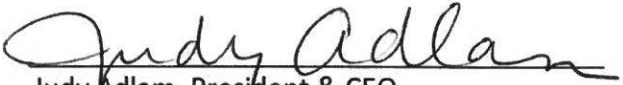
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:



Laurel Prevetti, Town Manager



Judy Adlam, President & CEO
LWP Claims Solutions, Inc.

Recommended by:



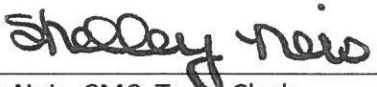
Lisa Velasco, Human Resources Director

Approved as to Form:



Robert Schultz, Town Attorney

Attest:



Shelley Neis, CMC, Town Clerk

EXHIBIT A - SCOPE OF SERVICES

During the Term of this Agreement, Consultant shall provide the following services to ensure compliance with workers' compensation statutes and regulations as established by the Department of Industrial Relations:

A. WORKERS' COMPENSATION CLAIMS MANAGEMENT AND ADMINISTRATION:

1. To review on behalf of the Town all reports of injury as defined by California Labor Code Sections 3208 and 3208.1 that are reported by the Town to Consultant.
2. To determine on behalf of the Town for each reported employee Injury those benefits, if any, that should be paid or rendered under the California Workers' Compensation laws (the "WC Laws").
3. To establish and maintain a claim file on each reported claim, which file shall be available to the Town for inspection. The maintenance of such files shall exhibit handling practices which meet or exceed minimum industry standards for California workers' compensation claims.
4. To maintain current cost-benefit figures and an estimate of the total costs of all reasonable and foreseeable benefits and related expenses on each case.
5. To prepare and file on behalf of the Town all legally required forms and reports with the Administrative Director or Self-Insurance Plans, or any other report required by the State.
6. To pay on the behalf of the Town, from a segregated bank workers' compensation account funded and maintained by the Town, those sums that should reasonably be paid for claims and claims-related expenses under the California Workers' Compensation Laws for each reported claim.
7. When required and appropriate, to refer cases where an employee of the Town files an application with the California Workers' Compensation Appeals Board or any other activity involving litigation to attorneys selected and approved by the Town and not to any other attorneys without the prior written consent of the Town.
8. To render assistance as is reasonably necessary in the preparation of litigated cases.

9. To pay on behalf of the Town out of the bank workers' compensation trust account funded by the Town all "Allocated Loss Expense" which is defined to include all fees of attorneys, witnesses, court reporters, process servers, independent investigators, any court or Workers' Compensation Appeals Board, for depositions, surveillance or the necessary engagement of personnel in the handling of any claim subject to this Agreement.
10. To provide computerized loss analysis and financial claim detail reports within ten days following the end of the month. At no additional charge, Consultant will provide the following reports:
 - a. Annual graphic reports reflecting the highest cost department and loss-types. Annual recaps, litigated claims and other mutually accepted categories.
11. To provide and make appropriate claims reports to excess carriers and collect excess recoveries, including the return of excess recoveries to Town, subject to the Town providing Consultant with a list of excess carriers for all preceding years, and identifying the policy numbers and the parties to whom reports are to be directed.
12. To attend Workers' Compensation Appeals Board hearings, rehabilitation hearings, meetings with defense counsel, and meetings with Town staff, departments, and employee groups as necessary and as requested to do so.
13. To provide monthly summaries of all Town of Los Gatos workers' compensation bank trust account activities undertaken by Consultant.
14. To advise the Town on any material problems or need for improvement in the claims reporting, administration or other aspects of the workers' compensation program.
15. To employ, as necessary, outside vendors subject to obtaining the Town's prior written approval of all vendors eligible to provide services, directly or indirectly, on behalf of, or for the Town pursuant to this Agreement.

B. PROGRAM IMPLEMENTATION SERVICES:

Consultant will provide the following services:

16. Storage of all closed files, even those assumed from the prior administrators.
17. Develop and print up to fifty copies of a claim reporting procedure manual (including the most recent workers' compensation reform information) for distribution to all departments and key employees, should any major changes in

procedures be required.

18. Implementation visits to the Town to distribute claim manuals and discuss self-insurance and TPA service program with key personnel, should any major changes in procedures be required.
19. Design and implement all accounting and trust fund procedures, should any changes be required.
20. Produce and design all necessary reports.

Exhibit B - Service Fee Schedule

Proposed Pricing

Claims Administration - Life of Contract Bundled Claims Administration and Managed Care

Year 1	\$51,000
Year 2	\$52,275
Year 3 -Optional Year 3	\$53,582

Assumes open case load of 30 claims. Should takeover claims (including reopen) be more than 35 an additional annual fee of \$1,000 for each indemnity claim open over 35 will be charged.

Services Included in Claims Administration Fee

Claims Administration	Designated Account Manager
Claim Review Meetings	Litigation Management
Swat Team Claim Intake	Reporting to Reinsurer

Additional Services

Annual Administration Fee	\$2,500
Bank Charges (one Account)	Included
Storage Fees	Included
On-Line 5020 Reporting	Included
Loss Reports	Included
On-Line System Access	Included up to 4 users, \$250 per user/year over 4 users
Trust Accounting	Included
Preparation and filing of 1099's	Included
Preparation of SIP reports	Included
FROI/SROI Reporting	Included
Medicare Reporting	Included
Ebill	Included
Transition Services	
Data Intake	\$5,000
Claims Triage	No Charge

Not to Exceed Claims Administration Fee

Year 1	\$60,500
Year 2	\$54,775
Year 3 - Optional	\$56,082

Does not include fees allocated to claims included below.

Indexing

Index and OFAC Reporting (ISO Fee passed through)	\$10.40 per report (2019 fee - reviewed annually)
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Bill Review**Fee**

Standard Medical Bill Review Fee Schedule Reductions	\$8.50 per bill plus PPO Reduction
Inpatient or outpatient hospital or surgery center	\$500 per bill plus PPO Reduction
PPO Reduction	24% of Reduction below Fee Schedule
Bills not subject to Fee Schedule	24% of Reduction
Medical Bill EDI	\$1 per bill

Managed Care Programs**Case Management**

Telephonic Case Management	\$102 per hour
Field Case Management	\$108 per hour + incidentals (including mileage, phone, tolls, parking, etc.)

Utilization Review

Tier 1 - Nurse Review	\$110 Flat Fee
<i>Includes 3 medical request in a single review, set up, phone calls to physician, email notices to adjuster and letters to all parties including network providers. Fee applies to reviews approved by nurse or escalated to physician.</i>	
Tier 2 - Physician Review	\$235 plus nurse charge
<i>Includes 3 medical request in a single review.</i>	
Pharmacy Review	\$385 plus nurse charge
<i>Includes unlimited medical request in a single review.</i>	

Medical Provider Network Access (LWP Network)

PPO fee for savings below fee schedule and negotiations	24%
<i>There is no separate charge for medical provider access to LWP's proprietary network. Percentage of savings below fee schedule is the only charge.</i>	

Specialized Network Access

(bill review charges do not apply)

Durable Medical Goods	\$4 per bill network access fee
Expedited Diagnostic Testing	\$4 per bill network access fee
Physical Therapy Network	\$4 per bill network access fee
Pharmacy Benefit Network	\$4 per bill network access fee

August 19, 2019

These charges apply only if LWP's programs are utilized.

Other Services		Fee
Investigation		
Field Investigation		\$88 per hour
SIU related work		\$98 per hour
Other Charges		
Subrogation		15% of gross recovery
<i>Fee shall not apply to cases where file is referred to subrogation attorney for handling, and shall apply only to cases where recovery is negotiated by LWP staff. Fee shall still apply to cases where counsel is employed ONLY to draft releases, but where LWP did all negotiations.</i>		
Liens		10% of savings achieved
<i>Charge does not apply to liens negotiated by defense counsel. Additional fees that may be incurred for liens negotiated directly by defense counsel will be charged to the file as an expense. Charge does not apply to liens that are negotiated as a result of a dispute over a fee schedule and/or a PPO reduction.</i>		



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/03/2019

ITEM NO: 4

DATE: November 21, 2019
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute an Agreement for Services with LWP Claims Solutions to Provide Workers' Compensation Third-Party Administration Services Effective January 1, 2020 Through December 31, 2022 for a Total Amount Not to Exceed \$171,357

RECOMMENDATION:

Authorize the Town Manager to execute an Agreement for Services with LWP Claims Solutions (Attachment 1) to provide workers' compensation third-party administration services effective January 1, 2020 through December 31, 2022 for a total not to exceed amount of \$171,357.

BACKGROUND:

The California Division of Occupational Safety and Health requires that all employers provide workers' compensation insurance protection for workers' who are injured or ill as a result of their employment to provide medical care and replace lost income. The Town of Los Gatos is self-insured for workers' compensation insurance and engages the services of a third-party administrator to receive and evaluate employee claims, authorize and pay for medical care, coordinate the payment of lost income, ensure the plan remains in compliance with state regulations, provide training to managers and supervisors, determine appropriate reserves for future medical care and permanent disability, and represent the Town in cases that are elevated for evaluation before the Workers' Compensation Appeals Board.

The Town last issued a request for proposals (RFP) for workers' compensation third-party administration services in 2010.

PREPARED BY: Lisa Velasco
Human Resources Director

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

PAGE 2 OF 2

SUBJECT: Agreement for Services with LWP Claims Solutions

DATE: November 21, 2019

DISCUSSION:

Due to the length of time since a formal RFP has been solicited for workers' compensation claims administration services, a new request was sent to vendors in July 2019. The request was sent to twenty (20) vendors, including the Town's current vendor, and posted on the Town's website. Five responses were received by the due date and after evaluation, three finalists were invited to interview with a panel of Town representatives that are most closely involved with workers' compensation administration services. Based on the interviews, the panel selected LWP Claims Solutions as a new vendor to provide workers' compensation claims administration services for the Town based on their record of providing high quality and strong customer service commitment to public agencies. In addition, LWP Claims Solutions has a track record of reducing costs associated with utilization reviews, collaborating with employees to assist in a timely return to work, and reducing overall claims cost.

CONCLUSION:

Based on the outcome of the competitive RFP process for workers' compensation third-party claims administration services, staff recommends that Council authorize the Town Manager to execute a new Agreement for Services with LWP Claims Solutions.

FISCAL IMPACT:

LWP Claims Solution has committed to a not to exceed claims administration fee amount of \$60,500 for year one of the agreement which is an overall increase of \$5,848 for the remainder of FY 2019/20. Staff will recommend a mid-year budget adjustment to factor the additional cost into the FY 2019/20 Operating Budget. The costs for year two and year three of the agreement will be built into the Operating Budgets for FY 2020/21 and FY 2021/22.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Agreement for Services



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 8

DATE: November 21, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Authorize the Town Manager to Execute a First Amendment to Consultant Services Agreement with KPA Group for Design of Americans with Disabilities Act (ADA) Compliant Restrooms and Human Resources Offices (CIP 821-2117) and ADA Upgrades to Public Restrooms at the Adult Recreation Center (CIP 821-2601) in an Amount of \$40,365 for a Total Agreement Amount Not-to-Exceed \$140,365.

RECOMMENDATION:

Authorize the Town Manager to execute a First Amendment to Consultant Services Agreement with KPA Group for design of Americans with Disabilities Act (ADA) compliant restrooms and Human Resources Offices (CIP 821-2117) and ADA upgrades to public restrooms at the Adult Recreation Center (CIP 821-2601) in an amount of \$40,365 for a total Agreement amount not-to-exceed \$140,365.

BACKGROUND:

The adopted Fiscal Year (FY) 2022/23-2026/27 Capital Improvement Program (CIP) Budget designated funding for design and construction of two projects: ADA Restrooms and HR Offices (CIP No. 821-2117) and ADA Upgrade to Public Restrooms at the Adult Recreation Center (CIP No. 821-2601). A Consultant Services Agreement was executed for the design of these improvements. The compensation for consultant design services is nearly exhausted and the agreed upon design scope has been executed. During the design process, additional ADA requirements were identified.

PREPARED BY: Dan Keller
Facilities & Environmental Services Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Parks and Public Works Director

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute a First Amendment to Consultant Services Agreement with KPA Group for Design of Americans with Disabilities Act (ADA) Compliant Restrooms and Human Resources Offices (CIP 821-2117) and ADA Upgrades to Public Restrooms at the Adult Recreation Center (CIP 821-2601) in an Amount of \$40,365 for a Total Agreement Amount Not-to-Exceed \$140,365.

DATE: November 21, 2022

DISCUSSION:

During the design process for the Adult Recreation Center ADA Restroom, Civic Center Restrooms, and HR Expansion, additional ADA non-compliant items were identified. These include the addition of an ADA-compliant approach path to the building (parking lot and main entrance) at the Adult Recreation Center and an ADA-compliant shower in the Civic Center Restrooms. The proposed action would increase the compensation to the design consultant to allow for design of the additional improvements needed.

CONCLUSION:

The proposed action would provide funding for the design of ADA compliant facilities to be completed.

FISCAL IMPACT:

Staff time for design and construction of the project is tracked, which allows for accountability in the costs of the project. This project utilizes full-time budgeted staff. Full-time staff is accounted for in the FY 2022/23 Operating Budget.

SUBJECT: Authorize the Town Manager to Execute a First Amendment to Consultant Services Agreement with KPA Group for Design of Americans with Disabilities Act (ADA) Compliant Restrooms and Human Resources Offices (CIP 821-2117) and ADA Upgrades to Public Restrooms at the Adult Recreation Center (CIP 821-2601) in an Amount of \$40,365 for a Total Agreement Amount Not-to-Exceed \$140,365.

DATE: November 21, 2022

FISCAL IMPACT (continued):

FY 2022/23		
ADA Restrooms and HR Offices - CIP No. 821-2117		
ADA Upgrade Public Restrooms - Adult Recreation Building - CIP No. 821-2601		
	Budget	Costs
821-2117		
GFAR	\$600,000	
Total Budget	\$600,000	
Prior Consultant Services		\$65,000
Consultant Services (with this staff report)		\$10,000
Total Expenditures		\$75,000
Available Balance		\$525,000
821-2601		
GFAR	\$183,000	
Grant Funding	\$130,861	
Total Budget	\$313,861	
Prior Services		\$86,882
Consultant Services (with this staff report)		\$30,365
Total Expenditures		\$117,247
Available Balance		\$196,614

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. First Amendment including Original Agreement for Consultant Services

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 6th day of December 2022 and amends that certain AGREEMENT FOR CONSULTANT SERVICES dated October 4, 2021, made by and between the Town of Los Gatos, ("Town,") and the KPA Group (Consultant.)

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on October 4, 2021, ("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 provide additional scope of services and compensation.

AMENDMENT

1. 2.1 Scope of Services. is amended to read as follows:

Additional designs for the approach to Adult Recreation Center (including the parking lot and main entrance) and Civic Center ADA-compliant shower in restrooms.

2. 2.6 Compensation. is amended to read as follows:

Compensation for Consultant's professional services shall be increased by \$40,365, for a total agreement amount not exceed \$140,365. Payment shall be based upon Town approval of each task based on Exhibit A and Exhibit B.

3. All other terms and conditions of the Agreement remain in full force and effect.

Attachment 1

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos:

KPA Group:

Laurel Prevetti, Town Manager

Paul Powers, 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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 9

DATE: November 3, 2022
TO: Mayor and Town Council
FROM: Salina Flores, Human Resources Director
SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager Effective on the Anniversary Date and Authorize Salary and Benefits Budget Adjustments in the Amount of \$11,626 from Available General Fund Capital/Special Projects Reserve.

RECOMMENDATION:

Approve an amendment to the employment agreement (Attachment 1) between the Town of Los Gatos and the Town Manager effective on the anniversary date and authorize salary and benefits budget adjustments in the amount of \$11,626 from available General Fund Capital/Special Projects Reserve.

BACKGROUND:

As an appointee of the Town Council, the Town Manager is employed under an Employment Agreement (Attachment 2) specifying the terms and conditions of employment. The terms and conditions of employment include items such as base pay, basic and optional benefits, covered expenses, parameters for an annual performance review, and conditions for termination/severability. Senate Bill 1436 requires an oral summary at a Council meeting when a recommendation is made related to modifying the salary, salary schedule, or fringe benefits of any person employed under an Employment Agreement with a local agency.

DISCUSSION:

As outlined in the Employment Agreement, the Town Manager's performance and compensation is reviewed annually in conjunction with a performance evaluation. The review of the Employment Agreement is conducted to ensure legal compliance and to provide for any adjustments in the terms and conditions of employment.

PREPARED BY: Salina Flores
Human Resources Director

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

PAGE 2 OF 2

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager Effective on the Anniversary Date, and Authorize Salary and Benefits Budget Adjustments in the Amount of \$11,626 from Available General Fund Capital/Special Projects Reserve

DATE: November 3, 2022

DISCUSSION (continued):

In accordance with the agreement terms for Town Manager Laurel Prevetti, the Town Council completed the evaluation for her seventh year in the position, from October 2021 through September 2022.

Based upon the satisfactory completion of the performance review in Closed Session, Council recommended that the Town Manager's annual base salary increase three percent (3%) to \$275,783 annually, retroactive to the anniversary date of September 2, 2022.

The Employment Agreement also provides authorization for the Town Manager to receive the same benefits as Town Unrepresented Management employees. Unrepresented Management employees who worked for the Town in 2021, received a one-time pandemic related bonus lump sum payment in the amount of \$2,500. The amendment includes this same one-time pandemic related bonus lump sum payment in the amount \$2,500. The Town Manager would also have the new Council adopted Juneteenth holiday.

CONCLUSION:

Based upon the satisfactory completion of the performance review in Closed Session, it is recommended that the Town Manager's annual base salary increase three percent (3%) to \$275,783 annually, effective in the pay period that includes September 2, 2022.

FISCAL IMPACT:

Funding to support the Town Manager's salary and benefits is authorized in the annual budget each fiscal year along with all other Town employee compensation and benefits. The anticipated fiscal impact for the remainder of the fiscal year is \$11,626. The requested budget adjustment in the amount of \$11,626 from available General Fund Capital/Special Project Reserve will provide funding for the additional salary and benefit cost for Fiscal Year (FY) 2022/23. Funding to support the FY 2023/24 ongoing cost each year will be incorporated into the proposed future year budgets for Council approval.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Amendment to the Employment Agreement – Town Manager
2. Employment Agreement – Town Manager
3. Salary Schedule for Town Council and Management

SEVENTH AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT

This Amendment to Town Agreement AGR 15-172 is entered into this 6th day of December, 2022, by and between the Town of Los Gatos, a municipal corporation ("TOWN"), and Laurel Prevetti ("EMPLOYEE").

RECITALS

WHEREAS, Town and Laurel Prevetti executed an Agreement effective September 2, 2015 to provide Town Manager services to the Town;

WHEREAS, a First Amendment to the Agreement was executed on April 4, 2017 to amend the employment agreement to award a 4.43% wage increase to the annual base salary, effective on April 4, 2017 and a lump sum performance bonus of \$3,000; and

WHEREAS, a Second Amendment to the Agreement was executed on January 16, 2018 to amend the employment agreement to award a \$8,000 wage increase to the annual base salary, effective on January 16, 2018; and

WHEREAS, a Third Amendment to the Agreement was executed on December 18, 2018, to amend the employment agreement to award a \$16,250 wage increase to the annual base salary, effective on September 2, 2018 and a lump sum performance bonus of \$3,300; and

WHEREAS, a Fourth Amendment to the Agreement was executed on December 3, 2019 to amend the employment agreement to award a \$13,750 wage increase to the annual base salary, effective on September 2, 2019 and a lump sum performance bonus of \$5,000; and

WHEREAS, a Fifth Amendment to the Agreement was executed on November 3, 2020 to amend the employment agreement to award a \$12,500 wage increase to the annual base salary, effective on September 2, 2020 and a lump sum performance bonus of \$5,000; and

WHEREAS, a Sixth Amendment to the Agreement was executed on November 16, 2021 to amend the employment agreement to award a \$5,250 wage increase to the annual base salary, effective on September 2, 2021; and

WHEREAS, on the basis of the annual evaluation, the Town Council desires to amend the employment agreement to award a \$8,033 wage increase (3%) to the annual base salary, retroactive to the anniversary date of September 2, 2022 and a lump sum pandemic-related bonus of \$2,500; and

IT IS THEREFORE AGREED by the parties as follows:

Section 2 of the Agreement is amended to read as follows:

A. Salary.

The Town Manager is awarded a \$8,033 wage increase for a total annual base salary of \$275,783, effective September 2, 2022 and a one-time pandemic-related bonus lump sum payment in the amount of \$2,500.00.

Section 3 of the Agreement is amended to read as follows:

Benefits.

The Town Manager will also have the new Juneteenth holiday.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Town Manager Agreement on the date written above.

TOWN OF LOS GATOS

Rob Rennie, Mayor

Laurel Prevetti, Town Manager

ATTEST:

Wendy Wood, Town Clerk

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

TOWN MANAGER EMPLOYMENT AGREEMENT

This Agreement made and entered into the 2nd day of September, 2015, by and between the Town of Los Gatos, a municipal corporation in the State of California ("TOWN"), and Laurel Prevetti ("MANAGER").

RECITALS

- A. The Town Council of the Town of Los Gatos desires to appoint Laurel Prevetti to the position of Town Manager of the Town of Los Gatos on September 2, 2015.
- B. It is the desire of the Town Council to establish the terms and conditions of employment of Laurel Prevetti as Town Manager of the Town of Los Gatos, including the duties, salary and benefits of employment.
- C. Laurel Prevetti desires to accept employment as Town Manager of the Town of Los Gatos under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES:

A. Appointment as Town Manager. TOWN hereby agrees to employ MANAGER in the capacity of Town Manager for TOWN during the term of this Agreement. MANAGER will perform the functions and duties specified in Section 2.30.295 of the Los Gatos Municipal Code for this position and perform such other legally permissible and proper duties and functions as the Town Council may from time to time assign or delegate.

B. Exclusive Employment. During the term of this Agreement, MANAGER shall be in the exclusive employ of TOWN; provided, however, that the term "exclusive employ" shall not prohibit future part-time employment which the Employee may desire to accept with appropriate prior knowledge and approval of the Town Council. "Appropriate prior knowledge and approval of the Town Council" shall mean that MANAGER shall give four (4) weeks written notice to the Town Council prior to accepting part-time employment and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the part-time employment. Such part-time employment shall not in any way conflict in time or interest with MANAGER's responsibilities to TOWN. Town Council shall have uncontrolled discretion in granting part-time outside employment and its determination to grant or deny part-time outside employment shall be final.

SECTION 2. SALARY:

A. **Initial Salary.** TOWN agrees to pay MANAGER for her services rendered in the amount of \$203,000 annually, payable in installments at the same time as other employees of TOWN are paid.

B. **Initial Performance Evaluation.** The Town Council shall evaluate the MANAGER's performance on or before March 15, 2016. This shall be a performance only evaluation with no adjustment to compensation.

C. **Salary Increases.** The Town Council shall evaluate Manager performance annually thereafter beginning September 2016. Should the Town Council, upon completion of its annual review of MANAGER's performance pursuant to this Agreement, determine that MANAGER has met its performance expectations; the Town Council shall increase MANAGER's compensation at least consistent with compensation increases granted by Town Council to other Town Management (At-Will/Unrepresented) Employees. MANAGER understands and agrees that she has no entitlement to an increase in compensation. Any decision to increase MANAGER's compensation shall be retroactive to the beginning of the pay period immediately preceding the anniversary of the Effective Date when the review is conducted pursuant to this Agreement.

SECTION 3. BENEFITS:

All provisions of the Town Code and regulations and rules of Town relating to vacation and sick leave, medical, dental, vision, retirement (2% at 60 formula, 36-month highest average salary) and pension system contributions, holidays, cash out provisions, and other fringe benefits and working conditions pertaining to Town Management (At-Will/Unrepresented) Employees as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to MANAGER. Nothing in this Agreement shall affect any vacation, personal leave, administrative leave, sick time, pension system contributions or accruals, or other benefits which MANAGER has accrued and is owed or attributable to MANAGER as of the date of this Agreement, all of which shall remain accrued, owing, and attributable to MANAGER until used or redeemed by MANAGER.

SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:

A. **Regular Hours.** MANAGER's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at Town Council and other meetings. MANAGER shall not be entitled to additional compensation for any work performed in excess of the TOWN's regular workweek.

B. **Administrative Leave.** It is recognized that MANAGER must devote a great deal of her time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, MANAGER shall be entitled to administrative leave in an equivalent amount to that granted Town Management (At-Will/Unrepresented) Employees,

which the parties agree is five (5) days per year. MANAGER shall be entitled to accrue, use or redeem administrative leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

C. **Personal Leave.** MANAGER shall be entitled to personal leave in the amount of six (6) days per year. MANAGER shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

D. **Vacation Leave.** MANAGER shall be entitled to vacation leave in the amount of 25 days per year. MANAGER shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

E. **Sick Leave.** MANAGER shall be entitled to sick leave in the amount of 12 days per year. MANAGER shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

F. **Mileage Reimbursement, Cell Phone Stipend, Holidays, Bereavement/Compassion Leave, Flexible Health Spending Account, Employee Assistance Program, and Other Fringe Benefits.** MANAGER shall be entitled to mileage reimbursement, cell phone stipend, holidays, bereavement/compassion leave, Flexible Health Spending Account, Employee Assistance Program, and other fringe benefits as they now exist or hereafter may be amended for Town Department Directors.

SECTION 5. **TECHNOLOGY:**

A. **Technology.** TOWN agrees to budget, within the budget amount approved by the TOWN, a technology budget to assist MANAGER in keeping technologically current and personal productivity high. The technology improvements will be used to pay the cost of acquisition of equipment and purchase of services related to information systems, data handling, communications and productivity and shall be budgeted for the good of the Town in accordance with approved budgeting limitations. Purchases for technology improvements shall remain the property of the TOWN.

SECTION 6. **ADDITIONAL EXPENSES:**

A. **Dues and Subscriptions.** TOWN agrees to pay the professional dues and subscriptions of MANAGER necessary for her continuation and full participation in such national, regional, state and local associations and organizations as are necessary and desirable for her continued professional participation, growth, and advancement and for the good of TOWN in accordance with approved budgetary limitations.

B. **Professional Development.** TOWN agrees that attendance at ICMA, League of California Cities, American Leadership Forum, and other professional development activities is

both beneficial and expected. TOWN hereby agrees to pay the travel, lodging, and subsistence expenses of MANAGER for professional and official travel, lodging, meetings, and occasions, and for short courses, institutes and seminars necessary to continue the professional development of MANAGER, and to adequately pursue necessary official and other functions for TOWN, in accordance with approved budgetary limitations. Notwithstanding the above, appropriate prior knowledge and approval of the Town Council must be obtained prior to the registering and expenditure of funds for conferences, seminars, forums or other professional development that exceeds the length one (1) day. "Appropriate prior knowledge and approval of the Town Council" shall mean that the MANAGER shall give at least four (4) weeks written notice to the Town Council prior to registering for any professional development event that exceeds the length of one (1) day and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the matter.

C. **Executive Expenses.** TOWN recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by MANAGER and hereby agrees to reimburse such expenses upon presentation of a receipt and submission of the appropriate confining purchase requisition to the Mayor and Town Finance Department, in accordance with approved budgetary limitations and subject any policies and guidelines the Town Council may impose.

SECTION 7. TERM; TERMINATION:

A. **Term of Agreement.** This Agreement shall commence upon execution by the parties and become effective September 2, 2015 and extend indefinitely until terminated as provided hereinafter.

B. **At-Will Employment.** MANAGER's employment with the Town is "at-will" and MANAGER serves at the pleasure of the Town Council, pursuant to Section 2.30.260 of the Municipal Code. As such, a majority of the Town Council may terminate MANAGER's employment at any time, with or without cause, with or without advance notice, subject only to the hearing requirements set forth in Municipal Code sections 2.30.285, as amended by the Town Council on August 18, 2015.

C. **Termination Without Cause.** In the event that TOWN terminates MANAGER's employment for reasons other than those set forth in subsection D below, including without limitation, for no reason stated, within the term of this Agreement, or any extensions, TOWN agrees to pay MANAGER a cash payment equal to six (6) months of the MANAGER's then current salary and any benefits that are lawfully required to be continued pursuant to COBRA and other statutes. Following such six (6) month period, MANAGER retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at MANAGER's own and sole expense pursuant to the terms of COBRA. MANAGER shall be compensated for any unused vacation leave, holidays, and other benefits then accrued consistent with Town policies. The schedule of the payment pursuant to this section shall be at the sole discretion of the MANAGER.

D. **Termination With Cause.** The TOWN may terminate MANAGER's employment hereunder at any time for cause subject to the provisions of Los Gatos Municipal Code Section

2.30.285. No lump sum cash payment or other severance pay shall be due MANAGER upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following: (i) a gross or habitual failure to perform the functions and duties of the Town MANAGER or any other obligations as required by the terms of this Agreement; (ii) Any other intentional or grossly negligent action or inaction by MANAGER that materially and substantially: (A) impedes or disrupts the operations of the TOWN or its organizational units; (B) is detrimental to employee or public safety; or (C) violates properly established rules or procedures of the Town causing a material and substantial adverse effect on the TOWN's interests as clearly defined and delineated by properly established Town Council action taken by the Town Council as a body, policy, regulations or ordinances of the TOWN; (iii) That MANAGER has been willfully and intentionally absent without leave, or has willfully and intentionally failed to report after leave of absence has expired; (iv) That Manager has willfully failed or refused to appear in obedience to lawful process or order of the Town Council or to answer questions under oath, before the TOWN Council or before a duly authorized committee of Congress of the United States or of the Legislature of the State of California, or a committee or subcommittee of said Congress or Legislature, or before any authorized court, office or tribunal, or before a Grand Jury, on any subject relating to (1) matters connected with the conduct of official business of the TOWN or of any division, department, board or commission thereof, or (2) any of the matters set forth in sections 1028 and 1028.1 of the Government Code of the State of California; or (v) That Manager has been convicted of a misdemeanor involving a crime of moral turpitude or a felony, or entry of a plea of nolo contendere with regard to a misdemeanor involving a crime of moral turpitude or a felony.

E. Voluntary Resignation. MANAGER may voluntarily resign her position with TOWN before expiration of the term of this Agreement by giving TOWN sixty (60) days prior written notice. No lump sum cash payment or other severance pay shall be due MANAGER upon any voluntary resignation.

F. Termination Based on Disability or Death. In the event MANAGER is permanently disabled, as determined by MANAGER's duly licensed physician, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Town may terminate this Agreement.

G. Limitation on Removal. Pursuant to Los Gatos Municipal Code Section 2.30.290, notwithstanding anything to the contrary herein, TOWN may not remove MANAGER from office during or within any period of 30 days following any general municipal election held in the Town at which election a member of the Town Council is elected.

H. Limitation on Obligation. Notwithstanding anything to the contrary herein, TOWN shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under this agreement if MANAGER is terminated in the event MANAGER is convicted of a crime involving an abuse of her office or position. Any paid leave salary offered by TOWN to MANAGER pending an investigation shall be fully reimbursed by MANAGER if MANAGER is convicted of a crime involving an abuse of her office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government

Code section 53243.4 either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code.

SECTION 8. GENERAL PROVISIONS:

A. **Entire Agreement.** This Agreement shall constitute the full, complete and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings and representations regarding the subject matter hereof, whether oral or written.

B. **Indemnification.** TOWN agrees to defend, hold harmless and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out an alleged act or omission occurring in the performance of MANAGER's duties. TOWN, at its direction, is not required to indemnify MANAGER for any illegal or criminal acts for which a court of competent jurisdiction has determined, without possibility of appeal, was committed by MANAGER.

C. **Bonding Requirements.** TOWN shall bear full cost of the Fidelity Bond required of MANAGER under any law or ordinance.

D. **Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TOWN and MANAGER and their respective successors, assigns, heirs and executors, except that MANAGER may not assign this Agreement or delegate any of her obligations hereunder and may only assign her rights hereunder with the prior written consent of TOWN.

E. **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

F. **Notices.** Any notice required under this Agreement shall be in writing, shall be sent by personal delivery, courier or first class mail, return receipt requested, and shall be deemed effective upon receipt.

G. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

H. **Attorney's Fees.** In the event of any dispute between the parties hereto relating to or arising out of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, in addition to any other relief it may receive.

IN WITNESS WHEREOF, the Town of Los Gatos has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested to by its Town Clerk, and the MANAGER has signed and executed this Agreement the day and year first above written.

TOWN OF LOS GATOS



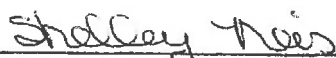
Mayor Marcia Jensen

MANAGER



Laurel Prevetti

ATTEST:



Shelley Neis, Town Clerk Administor

APPROVED AS TO FORM:



Robert W. Schultz, Town Attorney

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2022/23

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2615	Assistant Parks & Public Works Director/Town Engineer	\$ 146,041	\$ 197,155
2110	Assistant Town Manager	\$ 173,596	\$ 234,355
2420	Chief Building Official	\$ 132,307	\$ 178,614
2400	Community Development Director	\$ 169,358	\$ 228,633
2180	Community Outreach Coordinator	\$ 91,353	\$ 123,326
2130	Economic Vitality Manager	\$ 125,930	\$ 170,005
2315	Finance and Accounting Manager	\$ 132,307	\$ 178,614
2310	Finance and Budget Manager	\$ 132,307	\$ 178,614
2300	Finance Director	\$ 165,232	\$ 223,063
2200	Human Resources Director	\$ 153,434	\$ 207,136
2900	Information Technology Manager	\$ 132,307	\$ 178,614
2800	Library Director	\$ 153,434	\$ 207,136
2820	Library Division Manager	\$ 100,836	\$ 136,129
2600	Parks & Public Works Director	\$ 169,358	\$ 228,633
2645	Parks & Public Works Operations Manager	\$ 114,087	\$ 154,017
2630	Parks & Public Works Superintendent	\$ 132,307	\$ 178,614
2412	Planning Manager	\$ 132,307	\$ 178,614
2510	Police Captain	\$ 157,270	\$ 212,314
2500	Police Chief	\$ 177,936	\$ 240,213
2545	Police Records & Communication Manager	\$ 122,858	\$ 165,859
2140	Senior Administrative Analyst	\$ 98,376	\$ 132,808
2650	Senior Civil Engineer	\$ 125,930	\$ 170,005
2000	Town Attorney - Council Appointed <i>(Effective 11/15/22)</i>		\$ 253,649
2190	Town Clerk	\$ 132,307	\$ 178,614
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2655	Transportation & Mobility Manager	\$ 122,858	\$ 165,859
2905	Urban Forest Manager	\$ 114,087	\$ 154,017
1000	Town Council <i>(Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)</i>	\$570 Stipend per month, for a total compensation of \$6,840 per year	

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 3%



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 10

DATE: November 15, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney, and Authorize Salary and Benefits Budget Adjustments in the Amount of \$3,872 from Available General Fund Capital/Special Projects Reserve.

RECOMMENDATION:

Approve an Amendment to the employment agreement (Attachment 1) between the Town of Los Gatos and the Town Attorney and authorize salary and benefits budget adjustments in the amount of \$3,872 from available General Fund Capital/Special Projects Reserve.

BACKGROUND:

As an appointee of the Town Council, the Town Attorney is employed under an Employment Agreement (Attachment 2) specifying the terms and conditions of employment. The terms and conditions of employment include items such as base pay, basic and optional benefits, covered expenses, parameters for an annual performance review, and conditions for termination/severability. Senate Bill 1436 requires an oral summary at a Council meeting when a recommendation is made related to modifying the salary, salary schedule, or fringe benefits of any person employed under an Employment Agreement with a local agency.

DISCUSSION:

As outlined in the Employment Agreement, the Town Attorney's performance and compensation is reviewed annually in conjunction with a performance evaluation. The review of the Employment Agreement is conducted to ensure legal compliance and to provide for any adjustments in the terms and conditions of employment.

PREPARED BY: Salina Flores
Human Resources Director

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

PAGE 2 OF 2

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney, and Authorize Salary and Benefits Budget Adjustments in the Amount of \$3,872 from Available General Fund Capital/Special Projects Reserve

DATE: November 15, 2022

DISCUSSION (Continued):

In accordance with the agreement terms for Town Attorney Gabrielle Whelan, the Town Council completed the evaluation for her first six months in the position, from May 2022 through November 2022.

The discussion of the performance review was conducted in Closed Session meetings that took place on September 6, October 18, and November 1. Based upon the satisfactory completion of the performance review, Council authorized a one and a half percent (1.5%) salary increase, which is equivalent to a new salary of \$253,649 annually. The salary increase is authorized to be effective in the pay period that includes November 15, 2022. The Town Attorney would also have the new Council adopted Juneteenth holiday.

CONCLUSION:

Based upon the satisfactory completion of the performance review in Closed Session, it is recommended that the Town Attorney's annual base salary increase one and a half percent (1.5%) to \$253,649 annually, effective in the pay period that includes November 15, 2022.

FISCAL IMPACT:

Funding to support the Town Attorney's salary and benefits is authorized in the annual budget each fiscal year along with all other Town employee compensation and benefits. The anticipated fiscal impact for the remainder of the fiscal year is \$3,872. The requested budget adjustment in the amount of \$3,872 from available General Fund Capital/Special Project Reserve will provide funding for the additional salary and benefit cost for Fiscal Year (FY) 2022/23. Funding to support the FY 2023/24 ongoing cost each year will be incorporated into the proposed future year budgets for Council approval.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Amendment to the Employment Agreement – Town Attorney
2. Employment Agreement - Town Attorney
3. Salary Schedule for Town Council and Management

**FIRST AMENDMENT TO THE TOWN ATTORNEY EMPLOYMENT
AGREEMENT**

This Amendment to Town Agreement AGR13.180 is entered into this 6th day of December 2022, by and between the Town of Los Gatos, a municipal corporation ("TOWN") and Gabrielle Whelan ("EMPLOYEE").

RECITALS:

WHEREAS, Town and Gabrielle Whelan executed an Agreement effective May 16, 2022, to provide Town Attorney services to the Town;

WHEREAS, a First Amendment to the Agreement was executed on December 06, 2022 to amend the employment agreement to award a 1.5% wage increase to the annual base salary, effective on November 15, 2022; and

IT IS THEREFORE AGREED by the parties as follows:

Section 2 of the Agreement is amended to read as follows:

A. Salary.

The Town Attorney is awarded a \$3,748 wage increase for a total annual base salary of \$253,649, effective November 15, 2022.

Section 3 of the Agreement is amended to read as follows:

Benefits.

The Town Attorney will also have the new Juneteenth holiday.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Town Attorney Agreement on the date written above.

TOWN OF LOS GATOS

Rob Rennie, Mayor

ATTEST:

Wendy Wood, Town Clerk

Gabrielle Whelan, Town Attorney

TOWN ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into the ____ day of April 2022, by and between the Town of Los Gatos, a municipal corporation in the State of California ("TOWN"), and Gabrielle Whelan ("ATTORNEY").

RECITALS

A. The Town Council of the Town of Los Gatos desires to appoint Gabrielle Whelan to the position of Town Attorney of the Town of Los Gatos on May 16, 2022.

B. It is the desire of the Town Council to establish the terms and conditions of employment of Gabrielle Whelan as Town Attorney of the Town of Los Gatos, including the duties, salary, and benefits of employment.

C. Gabrielle Whelan desires to accept employment as Town Attorney of the Town of Los Gatos under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION I. DUTIES AND RESPONSIBILITIES:

A. **Appointment as Town Attorney.** TOWN hereby agrees to employ ATTORNEY in the capacity of Town Attorney for TOWN during the term of this Agreement. ATTORNEY will perform the functions and duties specified in Section 2.30.505 of the Los Gatos Municipal Code for this position and perform such other legally permissible and proper duties and functions as the Town Council may from time to time assign or delegate. Legal services shall include, but not be limited to, the preparation and review of ordinances, resolutions, agreements, and contracts; legal research; attendance at Town Council meetings and other meetings upon request (such as high profile Planning Commission meetings); rendering of legal opinions to the Town Council and Town Manager; representation of the Town, members of the Town Council and other Town officers and employees in claims and litigation filed by or against the Town, except those that the Town Attorney or Town Council determine should be handled by outside counsel; and such other legal services as may be directed by Town Council or Town Manager. Consistent with other demands of the office, Attorney will use best efforts to handle general municipal and land use litigation herself to reduce costs of outside counsel.

B. **Exclusive Employment.** During the term of this Agreement, ATTORNEY shall be in the exclusive employ of TOWN; provided, however, that the term "exclusive employ" shall not prohibit future part-time employment which the Employee may desire to accept with appropriate prior knowledge and approval of the Town Council. "Appropriate prior knowledge and approval of the Town Council" shall mean that ATTORNEY shall give four (4) weeks written notice to the Town Council prior to accepting part-time employment and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the part-time employment. Such part-time employment shall not in any way conflict in time or interest with ATTORNEY's responsibilities to TOWN. Town Council shall have uncontrolled discretion in granting part-time outside employment and its determination to grant or deny part-time outside employment shall be final.

SECTION 2. SALARY:

A. Initial Salary. TOWN agrees to pay ATTORNEY for her services rendered in the amount of \$249,900 annually, payable in installments at the same time as other employees of TOWN are paid.

B. Performance Evaluations. The Town Council shall evaluate the ATTORNEY's performance on or before November 30, 2022, and in November annually thereafter.

C. Salary Increases. Should the Town Council, upon completion of its review of ATTORNEY's performance pursuant to this Agreement, determine that ATTORNEY has met its performance expectations; the Town Council shall increase ATTORNEY's compensation at least consistent with compensation increases granted by Town Council to other Town Management (At-Will/Unrepresented) Employees. ATTORNEY understands and agrees that she has no entitlement to an increase in compensation. Any decision to increase ATTORNEY's compensation shall be retroactive to the beginning of the pay period immediately preceding the evaluation conducted in accordance with Section 2(B) above.

SECTION 3. BENEFITS:

All provisions of the Town Code and regulations and rules of Town relating to vacation and sick leave, medical, dental, vision, retirement (2% at 60 formula, 36-month highest average salary) and pension system contributions, holidays, cash out provisions, and other fringe benefits and working conditions pertaining to Town Management (At-Will/Unrepresented) Employees as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to ATTORNEY. Nothing in this Agreement shall affect any vacation, personal leave, administrative leave, sick time, pension system contributions or accruals, or other benefits which ATTORNEY has accrued and is owed or attributable to ATTORNEY as of the date of this Agreement, all of which shall remain accrued, owing, and attributable to ATTORNEY until used or redeemed by ATTORNEY.

SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:

A. Regular Hours. ATTORNEY's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at Town Council and other meetings. ATTORNEY shall not be entitled to additional compensation for any work performed in excess of the TOWN's regular workweek.

B. Administrative Leave. It is recognized that ATTORNEY must devote a great deal of her time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, ATTORNEY shall be entitled to administrative leave in an equivalent amount to that granted Town Management (At-Will/Unrepresented) Employees, which the parties agree is five (5) days per year. ATTORNEY shall be entitled to accrue, use or redeem administrative leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

C. Personal Leave. ATTORNEY shall be entitled to personal leave in the amount of five (5) days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

D. Vacation Leave. ATTORNEY shall be entitled to vacation leave in the amount of 25 days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

E. Sick Leave. ATTORNEY shall be entitled to sick leave in the amount of 12 days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

F. Mileage Reimbursement, Cell Phone Stipend, Holidays, Bereavement/Compassion Leave, Flexible Health Spending Account, Employee Assistance Program, and Other Fringe Benefits. ATTORNEY shall be entitled to mileage reimbursement, cell phone stipend, holidays, bereavement/compassion leave, Flexible Health Spending Account, Employee Assistance Program, and other fringe benefits as they now exist or hereafter may be amended for Town Department Directors.

SECTION 5. TECHNOLOGY:

A. Technology. TOWN agrees to budget, within the budget amount approved by the TOWN, a technology budget to assist ATTORNEY in keeping technologically current and personal productivity high. The technology improvements will be used to pay the cost of acquisition of equipment and purchase of services related to information systems, data handling, communications and productivity and shall be budgeted for the good of the Town in accordance with approved budgeting limitations. Purchases for technology improvements shall remain the property of the TOWN.

SECTION 6. ADDITIONAL EXPENSES:

A. Dues and Subscriptions. TOWN agrees to pay the professional dues and subscriptions of ATTORNEY necessary for her continuation and full participation in such national, regional, state and local associations and organizations as are necessary and desirable for her continued professional participation, growth, and advancement and for the good of TOWN in accordance with approved budgetary limitations.

B. Professional Development. TOWN agrees that attendance at State Bar Association, Santa Clara County Bar Association, League of California Cities (Attorneys Department), the Bay Area City Attorneys Association, Santa Clara County City Attorneys Association, and other professional development activities is both beneficial and expected. TOWN hereby agrees to pay the travel, lodging, and subsistence expenses of ATTORNEY for professional and official travel, lodging, meetings, and occasions, and for short courses, institutes, and seminars necessary to continue the professional development of ATTORNEY, and to adequately pursue necessary official and other functions for TOWN, in accordance with approved budgetary limitations.

C. Executive Expenses. TOWN recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by ATTORNEY and hereby agrees to reimburse such expenses upon presentation of a receipt and submission of the appropriate confining purchase requisition to the Mayor and Town Finance Department, in accordance with approved budgetary limitations and subject any policies and guidelines the Town Council may impose.

SECTION 7. TERM: TERMINATION:

A. Term of Agreement. This Agreement shall commence upon execution by the parties and become effective May 16, 2022 and extend indefinitely until terminated as provided hereinafter.

B. At-Will Employment. ATTORNEY's employment with the Town is "at-will" and ATTORNEY serves at the pleasure of the Town Council. As such, a majority of the Town Council may terminate ATTORNEY's employment at any time, with or without cause pursuant to the provisions in this agreement.

C. Termination Without Cause. In the event that TOWN terminates ATTORNEY's employment for reasons other than those set forth in subsection D below, including without limitation, for no reason stated, within the term of this Agreement, or any extensions, TOWN agrees to pay ATTORNEY a cash payment equal to six (6) months of the ATTORNEY's then current salary and any benefits that are lawfully required to be continued pursuant to COBRA and other statutes. Following such six (6) month period, ATTORNEY retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at ATTORNEY's own and sole expense pursuant to the terms of COBRA. ATTORNEY shall be compensated for any unused vacation leave, holidays, and other benefits then accrued consistent with Town policies. The schedule of the payment pursuant to this section shall be at the sole discretion of the ATTORNEY.

D. Termination With Cause. The TOWN may terminate ATTORNEY's employment hereunder at any time for cause. No lump sum cash payment or other severance pay shall be due ATTORNEY upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following: (i) a gross or habitual failure to perform the functions and duties of the Town ATTORNEY or any other obligations *as* required by the terms of this Agreement; (ii) Any other intentional or grossly negligent action or inaction by ATTORNEY that materially and substantially: (A) impedes or disrupts the operations of the TOWN or its organizational units; (B) is detrimental to employee or public safety; or (C) violates properly established rules or procedures of the Town causing a material and substantial adverse effect on the TOWN's interests as clearly defined and delineated by properly established Town Council action taken by the Town Council as a body, policy, regulations or ordinances of the TOWN; (iii) That ATTORNEY has been willfully and intentionally absent without leave, or has willfully and intentionally failed to report after leave of absence has expired; (iv) That ATTORNEY has willfully failed or refused to appear in obedience to lawful process or order of the Town Council or to answer questions under oath, before the TOWN Council or before a duly authorized committee of Congress of the United States or of the Legislature of the State of California, or a committee or subcommittee of said Congress or Legislature, or before any authorized court, office or tribunal, or before a Grand Jury, on any subject relating to (I) matters connected with the conduct of official business of the TOWN or of any division, department, board or commission thereof, or (2) any of the matters set forth in sections 1028 and 1028.1 of the Government Code of the State of California; or (v) That ATTORNEY has been convicted of a misdemeanor involving a crime of moral turpitude or a felony, or entry of a plea of nolo contendere with regard to a misdemeanor involving a crime of moral turpitude or a felony.

E. Voluntary Resignation. ATTORNEY may voluntarily resign her position with TOWN before expiration of the term of this Agreement by giving TOWN sixty (60) days prior written notice. No lump sum cash payment or other severance pay shall be due ATTORNEY upon any voluntary resignation.

F. **Termination Based on Disability or Death.** In the event ATTORNEY is permanently disabled, as determined by ATTORNEY's duly licensed physician, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Town may terminate this Agreement.

G. **Limitation on Obligation.** Notwithstanding anything to the contrary herein, TOWN shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under this agreement if ATTORNEY is terminated in the event ATTORNEY is convicted of a crime involving an abuse of her office or position. Any paid leave salary offered by TOWN to ATTORNEY pending an investigation shall be fully reimbursed by ATTORNEY if ATTORNEY is convicted of a crime involving an abuse of her office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government Code section 53243.4 either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part I of the California Penal Code.

SECTION 8. GENERAL PROVISIONS:

A. **Entire Agreement.** This Agreement shall constitute the full, complete and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings and representations regarding the subject matter hereof, whether oral or written.

B. **Indemnification.** TOWN agrees to defend, hold harmless and indemnify ATTORNEY against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ATTORNEY's duties. TOWN, at its direction, is not required to indemnify ATTORNEY for any illegal or criminal acts for which a court of competent jurisdiction has determined, without possibility of appeal, was committed by ATTORNEY.

C. **Bonding Requirements.** TOWN shall bear full cost of the Fidelity Bond required of ATTORNEY under any law or ordinance.

D. **Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TOWN and ATTORNEY and their respective successors, assigns, heirs and executors, except that ATTORNEY may not assign this Agreement or delegate any of her obligations hereunder and may only assign her rights hereunder with the prior written consent of TOWN.

E. **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

F. **Notices.** Any notice required under this Agreement shall be in writing, shall be sent by personal delivery, courier or first class mail, return receipt requested, and shall be deemed effective upon receipt.

G. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

H. **Attorney's Fees.** In the event of any dispute between the parties hereto relating to or arising out of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, in addition to any other relief it may receive.

IN WITNESS WHEREOF, the Town of Los Gatos has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested to by its Town Clerk, and the ATTORNEY has signed and executed this Agreement the day and year first above written.

ATTORNEY:

DocuSigned by:
Gabrielle Whelan 4/14/2022
86F60A7912C8444...
Gabrielle Whelan

TOWN OF LOS GATOS:

DocuSigned by:
Robert Rennie 4/20/2022
B046DDF418AB47F...
Robert Rennie, Mayor

Approved As To Form:

DocuSigned by:
Robert W. Schultz 4/18/2022
2FE0938555B744C...
Robert Schultz, Interim Town Attorney

Attest:

DocuSigned by:
Shelley Neis 4/21/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2022/23

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
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1000	Town Council <i>(Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)</i>	\$570 Stipend per month, for a total compensation of \$6,840 per year	

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 3%



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 11

DATE: November 21, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Adopt a Resolution Amending the Comprehensive Fee Schedule for Fiscal Year (FY) 2022/23 Amending Certain Fees, Rates, and Charges for FY 2022/23.

RECOMMENDATION:

Adopt a resolution amending the Comprehensive Fee Schedule for FY 2022/23 amending certain fees, rates, and charges for FY 2022/23.

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 increases in fees when supported by actual cost data.

DISCUSSION:

The Town currently charges 2.4% credit card processing fee if a customer pays by credit card in person at the different Town Offices or on the Town administered online platform. The Town initially set the charges to fully recover the cost of accepting online payments. Staff continues to find efficiencies by providing services through third party vendors to streamline services and provide additional online payment options.

Currently the Town has agreements with two vendors that accept electronic payments on behalf of the Town. The Town currently utilizes Turbodata for Parking Citation and Permit Payment Services and HdL for Business License Processing Services. The cost of these third-

PREPARED BY: Gitta Ungvari
Finance Director

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

DISCUSSION (cont'd):

party processing fees are paid by the customer utilizing the online payment services and varies by payment type and vendor agreement. Staff recommends adding these third-party processing fees to the FY 2022/23 Comprehensive Fee Schedule as detailed below:

Administrative Services

1. Third Party Vendor Business License Credit and Debit Card Processing Fee— 2.9% of transaction amount, minimum of \$2.00
2. Third Party Vendor Business License ACH/eCheck processing - \$1.25 per transaction
3. Third Party Vendor Business License Returned Payments/NSF Fee - \$25.00
4. Third Party Vendor Parking Citations and Permits Electronic Payment Processing Fee - \$3.95

If the Town contracts with new third party vendors or the current electronic processing fees are changed, staff will bring forward updates to the Fee Schedule for Council review and consideration.

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 2022/23 amending certain fees, rates, and charges for Fiscal Year 2022/23.

FISCAL IMPACT:

Approving the additional fees do not have a fiscal impact to the Town, since the customers pays for the credit card and other electronic processing fees directly.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Resolution approving Comprehensive Fee Schedule FY 2022-23, including Exhibit A Proposed FY 2022-23 Comprehensive Fee Schedule – (Redline)

DRAFT RESOLUTION 2022-

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
CONTINUING DEPARTMENT FEES, RATES, AND CHARGES, AND AMENDING CERTAIN
FEES, RATE, AND CHARGES FOR FISCAL YEAR 2022/23**

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 March 15, 2022; and

WHEREAS, those fees currently in effect will remain in effect without interruption, and certain new services shall have fees established.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY
RESOLVE:**

1. That Resolution 2022-011, "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 2022/23" is hereby rescinded; and
2. The Town of Los Gatos Comprehensive Fee Schedule, attached hereto as Exhibit A- shall become effective December 6, 2022.

PASSED AND ADOPTED at a regular meeting of the Town Council held on the 6th day of
December 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

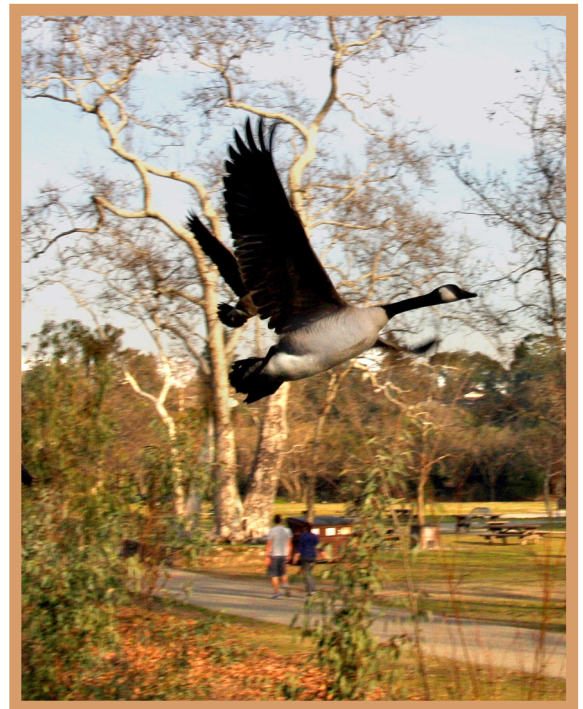
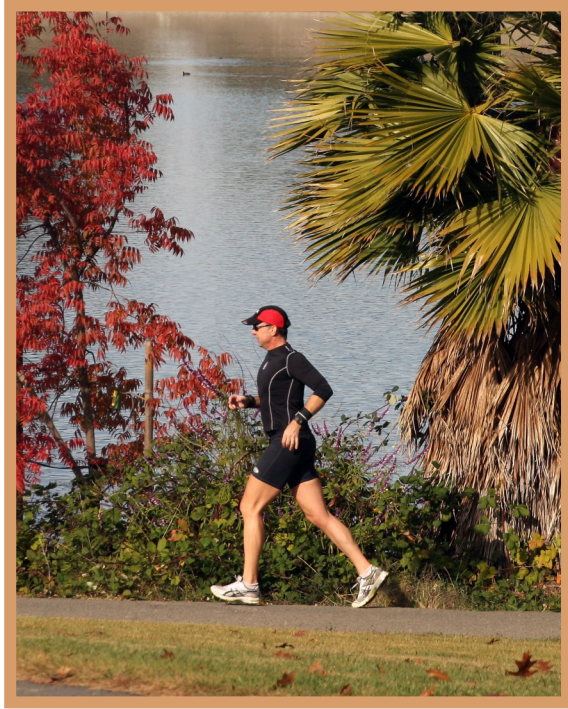
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____



TOWN OF LOS GATOS

CALIFORNIA



Comprehensive Fee Schedule (Redlined)

TOWN OF LOS GATOS FEE SCHEDULE

The following Fee Schedule is effective July 1, 2022 through June 30, 2023, 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. The average increase in the CPI for 2019, 2020, and 2021, was 3.2%, 1.7% , and 3.4% respectively, for a cumulative cost of living increase of 8.5% since 2019. Fees are adjusted with a full recovery at 5.9% CPI, which is halfway between the 3.2% and 8.5%. 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

Town Facilities Use

Town approved non-profit fundraising activities are allowed in/on Town 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 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. The available Town facilities are listed below:

- Civic Center Lawn, Deck and Stairs
- Civic Center West Patio
- Council Chambers
- Council Chambers Lobby (as a stand-alone facility)
- Civic Facilities Conference and Meeting Rooms

1	Fee for Town Hall Facilities Use	Non Profit: \$0.00 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
17	Block Party Permit	\$55.00

ADMINISTRATIVE SERVICES

Business License

18	Business License Processing Fee - New	Out of Town \$20.00
		In Town \$40.00
19	Business License Processing Fee - Renewal	Out of Town and In Town \$30.00

Other Services

20	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
21	Copy - Digital	\$10 per device
22	Initial Returned Check Fee	\$25.00
23	Subsequent Return Check Fees [CA Civil Code Section 1719(a) (1)]	\$35.00
24	Election Filing Fee	\$25.00
25	Town Credit Card Processing Fee	2.40%
26	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
27	Third Party Vendor Parking Citations and Permits Electronic Payment Processing Fee	\$3.95
28	Request for Service Not Covered by any Other Fee	Fully allocated hourly rates for all personnel

ADMINISTRATIVE SERVICES

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	\$169.00
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	\$609.00
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	\$3,188.00*
36	2 Lots	\$1,594.00*
37	3 Lots	\$1,064.00*
38	4 Lots	\$800.00*
39	5 Lot or more	\$635.00*

****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	\$58.00
41	Additional Building Permit Fee	\$32.00
42	Demolition Permit	Residential: \$281.00
		Commercial: \$492.00

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	\$35.00
44	\$501.00 to \$2,000.00	\$35.00 for the first \$500.00 plus \$4.53 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
45	\$2,001.00 to \$25,000.00	\$103.00 for the first \$2,000.00 plus \$20.82 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
46	\$25,001.00 to \$50,000.00	\$582.00 for the first \$25,000.00 plus \$15.02 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
47	\$50,001.00 to \$100,000.00	\$957.00 for the first \$50,000.00 plus \$10.41 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
48	\$100,001.00 to \$500,000.00	\$1,478.00 for the first \$100,000.00 plus \$8.32 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
49	\$500,001.00 to \$1,000,000.00	\$4,808.00 for the first \$500,000.00 plus \$7.06 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
50	\$1,000,001.00 and over	\$8,339.00 for the first \$1,000,000.00 plus \$4.68 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)	\$203.00/hr.
52	Re-inspection fees	\$169.00/hr.
53	Inspections for which no fee is specifically indicated (2 hr. minimum)	\$169.00/hr.
54	Additional plan review required by changes, additions or revisions to plans (1 hr. minimum)	\$161.00/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)	\$169.00/hr.
57	Permit/Plan check time extension (per permit) (applies to permits that have not expired)	\$83.00
58	Express plan review or initial review (1 hr. minimum)	\$169.00/hr.
59	Application for the Appeals Building Board Review	\$289.00
60	Temporary Certificate of Occupancy	\$1,160.00

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	\$124.00/sq.ft.
62	Convert unfinished basement or attic to habitable	\$134.00/sq.ft.
63	Pools/Spas (gunite)	\$80.00/sq.ft.
64	Siding - aluminum/vinyl/wood	\$34.00/sq.ft.
65	Antennas & Towers	Const.Value As Applied under valuation schedule on page 6
66	Commercial Awning or Canopy	Aluminum \$34.00/sq.ft.
		Canvas \$25.00/sq.ft.

DEVELOPMENT SERVICES

Other Miscellaneous Factors to Determine Construction Valuation (continued)

67	Fence or Freestanding Wall (over 6" high)	Wood or metal \$52.00/sq.ft.
		Masonry \$90.00/sq.ft.
68	Decks/Balcony	\$50.00/sq.ft.
69	Wood Deck	\$21.00/sq.ft.
70	Re-roofs	\$3.00/sq.ft.
71	Retaining Walls	\$113.00/sq.ft.

Special Systems Fees

72	Emergency generation, wind power, special HVAC systems, etc.	Plan Review (1 hr. minimum) \$161.00/hr.
		Field Inspection (2 hr. minimum) \$169.00/hr.
73	Photovoltaic - Roof & Ground Mounted - Residential	Plan Review (1/4 hr. minimum) \$161.00/hr.
		Field Inspection (1 hr. minimum) \$169.00/hr.
74	Photovoltaic - Roof & Ground Mounted - Commercial	Plan Review (1 hr. minimum) \$161.00/hr.
		Field Inspection (2 hr. minimum) \$169.00/hr.

Electrical Permit Fees

75	Fee for issuing/reinstating an Electrical Permit	\$58.00
76	Additional Electrical Permit Fee	\$26.00
77	New Residential Construction (new buildings only, including garages)	\$.11 sq. ft
78	Commercial Construction	\$.08 sq. ft

Plan Review & Re-inspection Fees

79	Plan review fee	25% of Electrical Permit Fee
80	Additional plan review	\$161.00/hr.
81	Re-inspection fee	\$169.00/hr.

DEVELOPMENT SERVICES

System Fee Schedule

82	Private swimming pools	\$67.00
83	Public swimming pools	\$121.00
84	Temporary power poles	\$83.00
85	Temporary distribution system & temporary lighting	\$40.00
86	Installation of illuminated signs (each)	\$107.00

For alterations to existing pools, use Unit Fee Schedule fees listed on page 10.

Unit Fee Schedule

87	Receptacle, switch and lights	\$2.00
88	Residential appliances/new circuits (cook top, oven, range, disposals, clothes dryers, or other motor operated appliances not exceeding one horsepower)	\$6.00
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	\$8.00
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 \$17.00
		Over 10 KV not over 50 KV, each \$34.00
		Over 50 KV and not over 100 KV, each \$67.00
		Over 100 KV, each \$89.00
93	Motors	Up to 10 hp \$17.00
		Up to 25 hp \$34.00
		Up to 55 hp \$67.00
		Over 55 hp \$97.00
94	Transformers	Up to 5 KVA \$17.00
		Up to 10 KVA \$34.00
		Up to 50 KVA \$56.00
		Over 50 KVA \$82.00
95	Busways/conduits (per 100 ft)	\$8.00

DEVELOPMENT SERVICES

Unit Fee Schedule (continued)

96	Service equipment	200 amps or less \$83.00
		201 to 999 amps \$114.00
		Sub-panels \$40.00
97	Installation of spas or saunas	\$40.00

Other Electrical Fees

98	Duplicate job card	\$26.00
99	Permit extension (applies to permits that have not expired)	\$83.00

Mechanical Permit Fees

100	Fee for issuing/reinstating a Mechanical Permit	\$58.00
101	Additional Mechanical Permit Fee	\$26.00
102	New Residential Construction (new buildings only, including garages)	\$.11 sq. ft
103	Commercial Construction	\$.08 sq. ft

Plan Review & Re-inspection Fees

104	Plan review fee	25% of Mechanical Permit Fee
105	Additional plan review	\$161.00/hr.
106	Re-inspection fee	\$169.00/hr.

Unit Fee Schedule

107	Installation, of each heating system, A/C, boiler, compressor or air handler	\$40.00
108	Each duct repair or alteration	\$12.00
109	Each fireplace appliance	\$34.00
110	Each ventilating fan	\$12.00
111	Installation of separate flue or vents not included with the installation of an appliance	\$12.00
112	Installation of each hood with mechanical exhaust	Residential \$34.00
		Commercial \$121.00
113	Each new or repair of gas piping system	\$74.00
114	Each additional gas outlet	\$24.00
115	Installation of evaporative cooler	\$34.00

DEVELOPMENT SERVICES

Other Mechanical Fees

116	Duplicate job card	\$26.00
117	Permit extension (applies to permits that have not expired)	\$83.00

Plumbing Permit Fees

118	Fee for issuing/reinstating a Plumbing Permit	\$58.00
119	Additional Plumbing Permit Fee	\$26.00
120	New Residential Construction (new buildings only, including garages)	\$.11 sq. ft
121	Commercial Construction	\$.08 sq. ft

Plan Review & Re-inspection Fees

122	Plan review fee	25% of Plumbing Permit Fee
123	Additional plan review	\$161.00/hr.
124	Re-inspection fee	\$169.00/hr.

System Fee Schedule

125	Private swimming pools (including heater, water piping, gas piping)	\$97.00
126	Public swimming pools (including heater, water piping, gas piping)	\$146.00
127	Lawn sprinkler system on one meter	\$40.00
128	Each new or repair of gas piping system	\$74.00
129	Each drainage, sewer system	\$40.00
130	Radiant floor heating system	\$121.00

Unit Fee Schedule

131	Each plumbing fixture or trap or set of fixtures on one trap	\$12.00
132	Each sewer cleanout, backflow device	\$12.00
133	Each septic system abatement	\$121.00
134	Rainwater systems - per drain (inside building)	\$12.00
135	Each water heater, water softener	\$34.00
136	Each grease interceptor (750 gallon capacity)	\$83.00
137	Each grease trap (1-4 fixtures)	\$47.00
138	Residential water re-piping	\$121.00

DEVELOPMENT SERVICES

Unit Fee Schedule (continued)

139	Each ejector/sump pump	\$40.00
140	Each vacuum breaker/hose bib	\$12.00
141	Each water piping system repair or replacement	\$25.00
142	Each additional gas outlet	\$25.00

Other Plumbing Fees

143	Duplicate job card	\$26.00
144	Permit extension (applies to permits that have not expired)	\$83.00

Other Building Fees

145	Duplicate Inspection Card	\$32.00
146	NPDES Inspection Fee (Charged on all building permits with the potential to generate non-point source storm water runoff during construction)	\$74.00

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

147	New single family detached (HR and RC zones) <i>Engineering Development Review Service Fee</i>	\$9,508.00
		\$4,396.00
148	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>	\$6,603.00
		\$4,393.00
149	New single family or two family units <i>Engineering Development Review Service Fee</i>	\$6,552.00
		\$4,394.00
150	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>	\$4,682.00
		\$4,398.00
151	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>Engineering Development Review Service Fee</i>	\$2,375.00
		\$3,374.00

Zoning Approvals – Architecture and Site Applications – Planning Commission Approval

152	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>	\$3,355.00
		\$1,225.00
153	New two family unit <i>Engineering Development Review Service Fee</i>	\$9,994.00
		\$4,396.00
154	New nonresidential (includes conceptual Planned Development elevations) <i>Engineering Development Review Service Fee</i>	\$11,471.00
		\$4,396.00
155	New multiple family (includes conceptual Planned Development elevations) <i>Engineering Development Review Service Fee</i>	\$10,428.00
		\$4,394.00

DEVELOPMENT SERVICES

Zoning Approvals – Architecture and Site Applications – Planning Commission Approval (continued)

156	All other (i.e. exceed FAR, major grading, etc.)	\$5,815.00
	<i>Engineering Development Review Service Fee</i>	\$4,396.00

****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

157	Conditional Use Permit	\$6,726.00
	<i>Engineering Development Review Service Fee</i>	\$1,431.00
158	Conditional Use Permit (when consolidated with another application for new development)	\$1,118.00
	<i>Engineering Development Review Service Fee</i>	\$820.00
159	Conditional Use Permit for Minor Restaurant (DRC Approval)	\$4,093.00
	<i>Engineering Development Review Service Fee</i>	\$1,228.00
160	Conditional Use Permit for Major Restaurant (PC Approval) Tier 1	\$6,726.00
	<i>Engineering Development Review Service Fee</i>	\$1,838.00
161	Conditional Use Permit for Major Restaurant (PC Approval) Tier 2 includes alcohol and/or entertainment (must pay #159 below with this application)	\$7,949.00
	<i>Engineering Development Review Service Fee</i>	\$1,837.00
162	Applications that require Town Council Approval (these fees supplement the above established fees)	\$3,190.00
	<i>Engineering Development Review Service Fee</i>	\$1,226.00
		Transcription of Planning Commission minutes - Actual cost and minimum \$500.00 deposit

Rezoning (other than Planned Development)

163	Without General Plan or Specific Plan Amendment	Actual Cost (\$5,000.00 minimum)
164	With General Plan or Specific Plan Amendment	Actual Cost (\$7,000.00 minimum)
165	Transcription fee of Planning Commission minutes	Actual Cost and minimum \$500.00 deposit

DEVELOPMENT SERVICES

Planned Development

166	Without General Plan or Specific Plan Amendment	Actual Cost
167	Without General Plan or Specific Plan Amendment (HR or RC Underlying Zone)	Actual Cost
168	With General Plan or Specific Plan Amendment	Actual Cost
169	With General Plan or Specific Plan Amendment (HR or RC Underlying Zone)	Actual Cost
170	Town Council Modification to a Planned Development	Actual Cost (\$5,000.00 minimum)
171	DRC Modification to a Planned Development	Actual Cost (\$3,000.00 minimum)
172	Publication costs for the planned development ordinance shall be paid by the applicant	
173	Transcription fee of Planning Commission minutes	Actual Cost and minimum \$500.00 deposit

Planning Division Certificates of Use and Occupancy

174	Change of use	\$244.00
175	Change of occupancy (excluding change of proprietor of a continuing business enterprise)	\$164.00
176	Use/occupancy clearance if Conditional Use Permit is required or occupancy of a new accessory dwelling unit	No fee

Sign Application

177	New permanent sign	\$328.00
178	Temporary nonresidential sign	\$105.00
179	Change of face only	\$164.00
180	Sign program	\$2,197.00

Administrative Land Use Permit

181	Minor telecommunications facility (i.e. microcell, 8,021 lb. or equivalent)	\$1,626.00
182	Major telecommunications facility which do not require a Conditional Use Permit	\$3,898.00

DEVELOPMENT SERVICES

Other Zoning Approvals Fees

183	Variance <i>Engineering Development Review Service Fee</i>	\$4,947.00
		\$1,431.00
184	Minor Residential Development (see #151)	\$2,375.00
185	Agricultural Preserve Withdrawal	\$4,035.00
186	Hazardous Materials Storage Facility Application	Fully allocated rate of all personnel, plus noticing fees
187	Home Occupation Permit	\$164.00
188	Accessory Dwelling Unit	\$1,419.00
189	Two-Unit Housing Development	\$1,340.00
190	Urban Lot Split	\$1,340.00
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) <i>Engineering Development Review Service Fee</i>	\$2,254.00
		\$3,782.00
194	4 Lots or Less (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$9,081.00
		\$4,194.00
195	4 Lots or Less (as part of a Planned Development) (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$3,750.00
		\$4,398.00
196	5 Lots or More <i>Engineering Development Review Service Fee</i>	\$10,230.00
		\$5,417.00
197	5 Lots or More (as part of a Planned Development) (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$4,397.00
		\$5,420.00
198	Vesting Tentative Map (VTM)	Actual Cost plus \$500.00 deposit and additional fees
199	Lot Merger and Reversion to Acreage (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$1,117.00
		\$3,781.00
200	Condominium	\$7,884.00
201	Condominium (as part of a Planned Development)	\$3,750.00
202	Certificate of Compliance (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$3,257.00
		\$2,350.00

DEVELOPMENT SERVICES

Subdivisions (continued)

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.	\$2,991.00
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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	\$521.00
208	Auto Dealer Events	Smaller Promotional Events \$87.00 Large Promotional Events \$425.00
209	News rack Permit Fee	\$413.00
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
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>)	\$2,950.00 \$2,045.00
214	Environmental Impact Report	Consultant's fee

DEVELOPMENT SERVICES

Environmental Assessment Fees (continued)

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 \$464.00
		Per Commercial, multi-family or tentative map \$1,867.00
221	Fee to remand applications from Town Council to Planning Commission	Fully allocated hourly rate for all personnel plus additional fees
222	Fee to appeal Director of Community Development or Development Review Committee decision to Planning Commission	Per Residential \$234.00
		Per Commercial \$934.00
223	Tree appeals	\$95.00
224	Appeal transcription fee of Planning Commission minutes (only applies to appeals from Planning Commission to Town Council)	Actual Cost - minimum \$500.00 deposit

DEVELOPMENT SERVICES

Zoning Research

225	Basic Zoning Letter	\$164.00
226	Legal non-conforming verification	\$688.00
227	Reconstruction of legal non-conforming structures (Burndown Letter)	\$292.00

Other Planning Division Fees

228	Fence Height Exceptions	\$292.00
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
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

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) *

238	Application Fee	\$519.00
239	Under \$20,000.00	15.5% of valuation
240	\$20,000.00 to \$80,000.00	\$3,283.00 plus 9% of valuation
241	Greater than \$80,000	\$9,002.00 plus 8.5% valuation
242	Each additional plan check beyond three reviews	Fully allocated hourly rate for all personnel

Inspection Fee (Public Improvements & Grading Permits)

243	Under \$20,000.00	7.5% of valuation
244	\$20,000.00 to \$80,000.00	\$1,589.00 plus 6.5% of valuation
245	Greater than \$80,000.00	\$5,719.00 plus 4.0% of valuation

DEVELOPMENT SERVICES

Work In or Use of Public Right-of-Way *

246	Encroachment Permit - Residential	Work up to \$4,000.00 - \$323.00
		Each additional \$2,000.00 - \$169.00
247	Encroachment Permit - Collector/Arterial Streets**	Work up to \$4,000.00 - \$1,673.00
		Each additional \$2,000.00 - \$365.00
248	Outside contractor underground utility locating surcharge (actual cost for outside contractor inspection fee may change)	\$95.00
249	Temporary Encroachment Permit	\$159.00
250	Dumpster Permit	\$159.00
251	Storage Permit	\$159.00***

*** 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

252	Inspection Fee - Grading Permits	Single Family Residential \$773.00
		Commercial or Multi Family Residential \$1,202.00
253	Inspection Fee - Encroachment Permits and Some Storage Permits	Single Family Residential \$212.00
		Commercial or Multi Family Residential \$344.00
		Plus \$514.00 per LID facility
254	Inspection of Storm Water Treatment Measures	\$530.00 per facility
255	Annual Stormwater/Limited Impact Development (LID) Permit	Per Visit and 1st facility inspection \$514.00
		Every additional facility inspection \$169.00
256	C-3 Permit Hydrologic Calculation	Fully allocated hourly rate for all personnel plus any outside cost and initial deposit of \$3,750.00

DEVELOPMENT SERVICES

Engineering Subdivision Map Checking

257	1-4 lots	\$3,023.00*
258	5 or more lots	\$4,231.00*

****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

259	Development Review (staff traffic impact analysis or Parking Study)	Actual Cost
		Consultant Report - Consultant Fee
260	Staff Review Fee	\$703.00 plus 10% of the traffic consultant report cost
261	Site Distance Analysis	\$189.00 per review not to exceed two hours. Actual cost for staff time when analysis exceeds two hours.
262	Traffic Impact Mitigation Fee	\$1,015.00 per new average daily trip generated

Storm Drainage Fees

263	Development Projects	Single family lots Section 24.60.035(b) (3): For subdivision whose lots exceed one acre, the fee shall not exceed that of one acre per lot \$4,477.00/ac.
		Multiple family dwelling units - initial unit \$4,477.00/ac.
		Multiple family dwelling units - each unit after initial (not to exceed \$4,622.00/ac.) \$168.00
		Commercial, industrial, hospitals, churches, schools, and others \$5,598.00/ac.
264	Building/Grading Permits (Building, Structures, & impervious areas)	New impervious surface area, per sq. ft. \$1.00/sq. ft.

DEVELOPMENT SERVICES

Street Improvement In-Lieu Fee

265	Sidewalks	\$20.00/sq.ft.
266	Curb and Gutter	\$100.00/lf.

Other In-Lieu Fee

267	Trail Improvements	\$16.00/per sq. ft. or determined by Director
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Hauling Permits

268	House Moving Fee	\$3,696.00*
269	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.***

Construction Activities Mitigation Fee (Ordinance 2189)

270	New Buildings and Additions	Residential (per square foot added) \$1.26/sq.ft.*
		Non-residential (per square foot added) \$1.26/sq.ft.*

****These two fees are adjusted based on the Building Cost Index***

Other Engineering Fees

271	Engineering Reversion to Acreage	\$2,536.00 plus initial deposit of \$2,500 for surveyor
272	Engineering Lot Merger	\$3,685.00 plus surveyor deposit
273	Engineering Lot Line Adjustments	\$3,685.00 plus surveyor deposit
274	Certificate of Compliance	\$3,685.00 plus surveyor deposit
275	Abandon Excess Public Right-of-Way & Public Easement	\$4,601.00 plus surveyor and valuation consultant and planning services

DEVELOPMENT SERVICES

Other Engineering Fees (continued)

276	Geotechnical Peer Review Fees	Fully allocated hourly rate of all personnel plus any outside costs and initial \$2,500 deposit. Larger projects require an initial deposit of \$4,500 to allow for a site visit by the geotechnical peer review consultant.
277	Separate Instrument Dedication Fee (for dedication via grant deeds and not maps)	\$762.00 plus initial deposit of \$2,500 for surveyor
278	Slurry Seal Fee	\$2.50 per sq.ft.
279	Flood Review Fee	Consultant Cost plus 25% Admin Fee
280	Miscellaneous Review Fee*	Actual Cost

****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	Facility Fee	Resident \$95.00 per site
		Non-Resident \$150.00 per site
2	Facility fee w/Jump House Permit	Resident \$190.00 per site
		Non-Resident \$300.00 per site

Bandstand/Gazebo

3	Non-Profit Event	Resident \$65.00 per hour
		Non-Resident \$120.00 per hour
4	Public Event	Resident \$95.00 per hour
		Non-Resident \$150.00 per hour
5	Deposit (refundable)	\$500.00

Minimum two-hour reservation required.

Special Use Permit – Single Use

6	Permit Fee	Resident \$95.00 per day
		Non-Resident \$150.00 per day
7	Deposit (refundable)	\$100.00

Special Use Permit – Multi-Use

8	Non Profit	Resident \$95.00 per day
		Non-Resident \$150.00 per day
9	Additional Day	Resident \$25.00 per additional day
		Non-Resident \$40.00 per additional day
10	Deposit (refundable)	\$100.00

Multi-Use Permit for recreational/educational purposes only.

PARKS AND PUBLIC WORKS SERVICES

Other Oak Meadow Park Fees

11	Bocce Ball Court Fee	Resident \$95.00 per day
		Non-Resident \$150.00 per day
12	Parking Fee	Resident No Charge
		Non-Resident \$6.00 per vehicle
13	Vehicle Escort Fee	Resident \$75.00
		Non-Resident \$100.00

Creekside Sports Park

Special Use Permit – Single Use

14	Permit Fee	Resident \$95.00 per day
		Non-Resident \$150.00 per day
15	Deposit (refundable)	\$500.00

Special Use Permit – Multi-Use

16	Non Profit	Resident \$95.00 per day
		Non-Resident \$150.00 per day
17	Additional Day	Resident \$55.00 per additional day
		Non-Resident \$75.00 per additional day
18	Deposit (refundable)	\$500.00

Multi-Use Permit for recreational/educational purposes only.

Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor (Groups of 25+ and/or Jump House)

Single Use Permit

19	Permit Fee	Resident \$95.00 per day
		Non-Resident \$150.00 per day
20	Deposit (refundable)	\$100.00

PARKS AND PUBLIC WORKS SERVICES

Multi-Use Permit

21	Permit Fee	Resident \$95.00 per day
		Non-Resident \$150.00 per day
22	Additional Day	Resident \$25.00 per additional day
		Non-Resident \$40.00 per additional day
23	Deposit (refundable)	\$100.00

Multi-Use Permit for recreational/educational purposes only.

Town Plaza Use Permit

A permit fee is \$55.00 per hour for events that close the Town Plaza entirely to the public. This fee will be charged for the number of hours the Town Plaza cannot be used safely by the public due to the event. Additional fees or deposits may be charged for lawn repair, street closures, and/or additional maintenance, as determined by the Parks and Public Works Director and/or Maintenance Superintendent.

Civic Center Lawn Use Permit

A permit fee is \$55.00 per hour for events that restrict the use of the Civic Center Lawn. Additional fees or deposits may be charged for lawn repair, street closures, and/or additional maintenance, as determined by the Parks and Public Works Director and/or Maintenance Superintendent.

Turf Maintenance Fee

Additional fee added to any Park Use or Special Event Permit, 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.

PARKS AND PUBLIC WORKS SERVICES

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.***

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

PARKS AND PUBLIC WORKS SERVICES

Equipment Hourly Rates as Follows (continued)

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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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	\$370.00

Massage Permit Fees

10	Massage Establishment Permit (initial and subsequent renewals) (Ord 14.110.075)	\$415.00
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Fee covers staff time to process application, review pertinent documents, arrange for fingerprints and photographs to be taken and obtain all necessary approvals.

Special Events

11	ABC Application	No charge
12	No Parking Signs	\$0.46/each
13	Officer Staffing	Fully allocated hourly rate of all personnel
14	Bingo Permit	\$170.00

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
25	Parking Permits	\$10.00

Parking Permit Fees

Residential Parking Permit

26	Annual residential parking permit/per vehicle (Limit 4 per residence)	\$42.00
27	Visitor guest passes	Two (2) complimentary with the purchase of the primary permit
28	Special Event Permit -First permit (one day)	\$10.00
29	Special Event Permit -Each Additional (one day)	\$2.00
30	Replacement permit for vehicle change (within calendar year)	\$10.00
31	Lost permit replacement	\$37.00
32	Damaged permit replacement (with return of permit)	\$18.00

POLICE SERVICES

Parking Permit Fees (continued)

Business Parking Permit

33	Standard Employee annual	\$248.00
34	Lost permit replacement	\$37.00
35	Damaged permit replacement (with return of permit)	\$18.00

Construction Parking Permit

36	One day parking permit per construction vehicle	\$32.00
37	Each additional day per vehicle	\$5.00

Other Police Fees

38	Fingerprinting - per each Livescan application (Plus additional DOJ or FBI fees which are based on the level of service for the application) Fingerprint fees are subject to increase based on DOJ or FBI fees	\$80.00
39	Subpoena Duces Tecum	Per California Evidence Code Section 1563
40	Solicitor/Peddler's Permit	\$55.00 plus fingerprinting
41	Bicycle Licenses (each)	\$3.00
42	Taxicabs Permit	\$185.00 per business
43	Clearance Letter	\$25.00
44	Horse Drawn Vehicle Permit	\$270.00
45	Firearms Storage Fee	\$245.00 Admin Fee plus \$1.00 per firearm per day for storage
46	Vehicle Release	\$235.00
47	Vehicle Repossession Release Fee (Government Code Section 41612)	\$15.00
48	Non-Los Gatos Cite Sign Off	\$27.00
49	Feral Cat Feeder/Trap Permit	\$42.00





**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/06/2022

ITEM NO: 12

DATE: November 21, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive an Update on the Downtown Parking Program and Provide Feedback

RECOMMENDATION:

Receive an update on the Downtown Parking Program and provide feedback.

BACKGROUND:

On December 17, 2019, Town Council received the Dixon Resources Downtown Parking Master Plan and approved the [Downtown Parking Roadmap](#). Due to limited staff and funding resources, the Town Council directed staff to move forward with individual pieces of the Roadmap. Specifically, implementing the Downtown Employee Parking Program, updating the Downtown Wayfinding signage starting with parking wayfinding, and moving forward with the “park once” philosophy and the “Pay to Stay” program. In June 2020, a Parking Program Manager [0.25 Full Time Equivalent (FTE)] was hired to begin the roadmap implementation.

In November 2021, work began with Hunt Design on the Downtown Wayfinding Master Plan. Hunt Design conducted an analysis of the existing conditions and started the design process with Employee Parking Signage and ground markings. On March 15, 2022, Town Council received an update on progress toward the Downtown Parking Roadmap. Council directed staff to continue moving forward with the Downtown Employee Parking Program, and the components needed for the Pay to Stay Program. These include implementation of a mobile application to allow users to pay by phone and installation of parking stations in select locations. Council also approved moving forward with Design Style B so Hunt Design could continue to move forward with the Wayfinding Master Plan development.

PREPARED BY: Jim Renelle
Parking Program Manager

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Parks and Public Works Director

DISCUSSION:

Downtown Employee Parking Program

In July 2022, employee parking signs and ground markings were installed in the Downtown municipal parking lots (Lots 1-6, and the Park Avenue, Montebello Street, and Southside Lots) creating 423 employee parking stalls. The remaining spaces are three-hour parking for a total of 838 parking spaces. The Northside Lot and the Miles Avenue Lots remain unchanged and offer free all-day parking. Including the Northside and Miles Avenue Lots, there are a total of 1,095 off-street spaces available in Downtown.

On July 14, 2022, Downtown employees with a permit started using the new employee designated spaces. For several weeks, persons parking in the employee section without a permit were issued warnings and provided information on how to obtain permit. After that grace period, Parking Officers began to issue citations. As of November 2022, over 1,500 Downtown employees have registered for a Downtown employee parking permit. Overall, the designated employee spaces are heavily used during busy periods throughout the week. Regular occupancy surveys of the municipal parking lots have revealed a small excess of employee parking spaces in the southern Downtown Lots. Staff are currently in the process of reallocating 24 employee spaces in Lot 6 and 3 employee spaces in the Park Avenue Lot back to 3-hour public parking spaces to increase available visitor parking throughout the week. Employees who may be impacted by this reallocation will find adequate space in Lot 4. The municipal lots will continue to be monitored and adjustments made to space allocation and signage. See Attachment 1 for an overview of the parking lot occupancy.

A Downtown Employee Satisfaction Survey was emailed out to all registered permit holders. Survey responses are still being analyzed at the time of the writing of this report. The survey results will be used as tool along with space occupancy reports to make periodic space allocation adjustments.

Wayfinding Master Plan

The Wayfinding Project is still in progress. Town staff are working with Hunt Design to review messaging and locations for each sign type. At the conclusion of the staff review, Hunt Design will come to Los Gatos with several full-size Design Style B mockup signs to identify exact locations, sign sizes and mounting requirements. Hunt Design will then prepare a Wayfinding Master Plan report, bid documents, and cost estimates.

DISCUSSION (continued):

Mobile Parking Payment Application

The Mobile Parking Payment Application Request for Proposal (RFPs) was released November 4, 2022. Proposals were due December 1, 2022. Staff is currently reviewing these RFPs, and anticipate a signed contract will be in place by the middle of the first quarter 2023. The Mobile Parking Application will allow Downtown visitors to “Pay to Stay” after the initial free parking period. It will also allow visitors who have paid to extend their time without returning to their vehicle. Per California Vehicle Code 22508(e) the Town may accept but shall not require payment of a parking meter fee by a mobile device.

Pay Stations

The Parking Pay Station Request for Proposal has been prepared for release pending the finalization of pay station quantity and locations. See Attachment 2 for an overview of the proposed pay station locations. The factors used for the initial selection of pay station locations was distance between pay stations, availability of direct sunlight (solar powered) and avoidance of parking stall placement when possible. A combination of credit and cash/credit pay stations are planned to reduce capital and operational costs and to be inclusive of those who are unable to pay by credit card. Town Council may wish to comment on the proposed locations.

Parking Fee Resolution

Prior to fully implementing the Mobile Parking Payment Application and the Pay Stations, the Town is required to establish a parking fee schedule through a resolution. The resolution should contain a parking fee structure that is flexible enough to adjust to changes in parking demand. The resolution should also contain the duration of the initial free parking period. Previous discussions indicated there is interest in maintaining the free three-hours of parking and a starting rate of \$2.00 to \$2.50 per hour after the initial three free hours. Staff will return to the Council with a proposed resolution in 2023, and invites feedback from Council at this time with regard to the length of free parking and parking rates.

Parking Program Staffing

With the adoption of the Downtown Employee Parking Program and the Pay to Stay Program, Downtown Parking is developing into a new Town operation, as predicted in the Downtown Parking Roadmap. The work completed to date has been led by the 0.25 FTE Parking Manager position. This level of staffing will not be adequate for sustained operation of the current and planned programs.

DISCUSSION (continued):

The use of an online permit sales application significantly reduces staff time; however, with the number of employee permits and the high volume of turnover among Downtown retail businesses and restaurants, the function requires constant oversight and customer-staff interaction. The future adoption of a Mobile Parking Payment App and onsite Pay Stations will require additional staff time to maintain vendor accounts, maintain/repair the pay stations,

collect and reconcile cash/credit card activity, and provide the high level of customer service the Los Gatos community expects. The adoption of any further programs or technologies, such as parking guidance/occupancy counting, will also require regular staff oversight. Additionally, staff should routinely inspect the parking facilities for space utilization, cleanliness, and safety. Deficiencies can then be reported to appropriate Town Departments for timely remediation.

If such a position were added, the Current Residential and Employee Permit Programs would transfer to the Parking Manager position and allow the Police Department's Community Outreach Coordinator position to increase focus on community policing activities.

See the chart below for an implementation timeline.

Task	4 th Qtr. 2022	1 st Qtr. 2023	2 nd Qtr. 2023	3 rd Qtr. 2023
Employee Parking Signage	Completed			
Wayfinding Master Plan	In-progress	In-progress	In-progress	Completed
Mobile Payment App RFP	In-progress	Completed		
Pay Station RFP	In-progress	In-progress	Completed	
Occupancy Count RFP	Pending			

CONCLUSION:

Following review of this report, staff is seeking Town Council feedback and direction on:

1. Employee Parking Program,
2. Pay Station Locations,
3. Parking Fee and the free parking period,
4. Staffing for the Parking Program, and
5. Progress and direction of the Parking Roadmap implementation

COORDINATION:

This report was coordinated in collaboration with the Los Gatos-Monte Sereno Police Department, Parks and Public Works Department, Finance Department, Town Manager's Office, Economic Vitality, and Town Attorney.

PAGE 5 OF 5

SUBJECT: Receive Update on Downtown Parking Program and Provide Feedback

DATE: November 21, 2022

FISCAL IMPACT:

There is no fiscal impact associated with this discussion.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Overview of Employee Parking Space Occupancy
2. Overview of Pay Station Locations

Town of Los Gatos
Downtown Municipal Parking
Parking Spaces Available by Type and Location

			Lot 1		Lot 2		Lot 3		Lot 4U		Lot 4L	Lot 5		Lot 6		Park Ave		Montebello		Southside		Total	Total	
			EMP	3HR	EMP	3HR	EMP	3HR	EMP	3HR	EMP	EMP	3HR	EMP	3HR	EMP	3HR	EMP	3HR	EMP	3HR	Avail.	EMP	3HR
Date	Day	Time	51	64	32	47	24	21	32	119	152	14	82	64	56	27	14	20	4	10	5	838	426	412
7/27/2022	WED	1330-1400	22	24	10	26	9	10	19	23	13	0	2	2	1	5	1	0	0	0	1	168	80	88
8/4/2022	THU	1230-1300	1	1	9	13	14	5	8	17	13	0	0	4	1	0	0	0	0	1	0	87	50	37
8/11/2022	THU	1205-1230	5	3	13	5	12	4	20	26	27	0	0	0	0	0	0	0	0	0	0	115	77	38
10/20/2022	THU	1255-1320	7	0	7	7	1	0	7	11	20	1	1	10	2	2	0	0	0	7	0	83	62	21
11/2/2022	WED	1130-1205	18	24	12	28	16	14	8	36	45	0	0	19	0	5	1	3	0	3	2	234	129	105
11/10/2022	THU	1145-1215	16	25	9	25	9	7	0	4	35	0	0	5	0	4	0	8	0	7	0	154	93	61
11/17/2022	THU	1215-1245	5	0	6	15	16	2	5	10	16	0	0	1	0	1	0	4	0	6	0	87	60	27

**Town of Los Gatos
Downtown Municipal Lots
Proposed Pay Station Locations**



LOT 1

LOT 2

LOT 3

LOT 4

LOT 6

LOT 5

University Avenue

Santa Cruz Avenue

 = Pay Station Location



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/6/2022

ITEM NO: 13

DATE: November 21, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive a Project Update and Approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for Final Design

RECOMMENDATION:

Receive a project update and approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for final design.

BACKGROUND:

The adopted Fiscal Year (FY) 2022/23-2026/27 Capital Improvement Program (CIP) Budget designates funding for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239). The project segment of Blossom Hill Road between Camelia Terrace and Hillbrook Drive/Cherrystone Drive is approximately 0.5 miles long and is classified as an arterial roadway.

Along this segment, there are driveways that serve the adjacent residential homes, Blossom Hill Elementary School, and Blossom Hill Park. Blossom Hill Road intersections at Cherry Blossom Lane and Camellia Terrace are signalized. The project section of Blossom Hill Road is mainly a four-lane divided roadway with two-lanes in each direction. The current speed limit is 35 miles per hour and 25 miles per hour during school hours.

Traffic safety for the project segment has been an important consideration for residents for a number of years. The corridor is heavily traveled by students commuting to Blossom Hill Elementary School, Raymond J Fisher Middle School, and other nearby uses. Traffic counts collected in January 2019 indicated 7,000 to 8,000 vehicles travel through the project area each day in eastbound and westbound directions.

PREPARED BY: WooJae Kim
Town Engineer

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Parks and Public Works Director

SUBJECT: Receive a Project Update and Approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for Final Design

DATE: November 21, 2022

BACKGROUND (continued):

In early 2021, a traffic safety feasibility study for the project segment was completed. The feasibility study recommended reducing travel lanes from two in each direction to one lane in each direction, improvements to the Blossom Hill Road and Cherry Blossom Lane signalized intersection (e.g., eliminating the “free” right turn from eastbound Blossom Hill Road onto Cherry Blossom Lane), traffic signal modifications, and installing improved bike facilities. The feasibility study and recommendations were presented to the public at a community meeting held on January 28, 2021. The cost of improvements was estimated to be in excess of \$4.6 million dollars. The residents expressed desires for the traffic safety improvements to be implemented expeditiously.

DISCUSSION:

In July 2022, staff submitted a \$4.6 million grant application for the One Bay Area Grant (OBAG) Program – Cycle 3 to fund all safety improvements recommended in the 2021 traffic safety feasibility study, pavement resurfacing, and permanent separators for Class IV bikeways along the project corridor. Soon after the submittal, staff was informed by Valley Transportation Authority (VTA) that the project application did not rank high on the program and would not be funded.

Given the denial by VTA, and in order to implement traffic safety measures as early as next year, staff developed a “Phase 1” Concept Plan for the project involving travel lane reductions and bike lane and pedestrian safety enhancements largely with striping and non-permanent “quick-build” traffic control measures (Attachment 1). The concept plan is also available on the Town’s project website at <https://www.losgatosca.gov/2650/Blossom-Hill-Road-Traffic-Safety>.

If approved, the proposed Phase 1 Concept Plan would be constructed as part of the Town’s Annual Street Repair and Resurfacing Project in summer 2023. The proposed improvements include:

- Reduction from two lanes in each direction to a single lane in each direction on Blossom Hill Road;
- Class II bike lanes for the westbound cyclists along the residential properties; and
- Class IV buffered bike lanes for the eastbound cyclists.

Community Outreach

The Phase 1 Concept Plan was presented at a community meeting held on September 22, 2022. The meeting was advertised through postcards mailed to neighbors within 500 feet of the project site, Town website Notify Me messaging, and various Town social media outlets.

SUBJECT: Receive a Project Update and Approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for Final Design

DATE: November 21, 2022

DISCUSSION (continued):

Community members who attended the meeting reiterated their safety concerns regarding traffic conditions along the corridor, vehicles speeding on Blossom Hill Road, and past traffic incidents. Attendees preferred to see more robust and permanent safety enhancements along Blossom Hill Road. Comments from the community meeting are summarized in Attachment 2. Public comments received via email outside of the meeting are included in Attachment 3.

For some of the community concerns received, staff considered solutions that may be suitable for the Phase 1 implementation next year and other long-term solutions to be considered when funding becomes available. Table 1 in Attachment 2 summarizes what staff heard from the community and how it may be addressed (or why it cannot be addressed). Staff will continue to evaluate community comments for potential improvements to the concept design.

Traffic Analysis Study - Field Simulation

The intent of the proposed Phase 1 Concept Plan is to enhance safety for pedestrians and bicyclists and potentially reduce vehicle speeds along this Blossom Hill Road corridor. However, the lane reduction proposal would likely increase traffic delays and vehicle queuing in the area during peak travel times. The initial traffic modeling studies indicated a modest manageable increase in queuing/traffic delays at the signalized intersection of Blossom Hill Road and Cherry Blossom Lane.

To reaffirm the traffic model results, the project team conducted an on-site field simulation of the proposed lane reduction using traffic cones, signs, and changeable message boards between 7:00 a.m. and 7:00 p.m. on Thursday, October 13. During the field simulation, queuing at the signalized intersection of Blossom Hill Road and Cherry Blossom Lane were significantly higher than findings from the traffic modeling. The following results are from the field simulation:

- Morning westbound traffic (toward Los Gatos Boulevard) queued as far back as Linda Avenue from Cherry Blossom Lane between 8:00 a.m. and 8:20 a.m. The long queuing can be attributed to the commute and school traffic, and the “walk” signal activated at every cycle at the signalized intersection, which requires that all vehicles stop when pedestrians and bicyclists cross Blossom Hill Road.
- Afternoon eastbound traffic (toward San José) queued as far back as Los Gatos Boulevard. After further review, Town staff determined that the additional queuing was due to signal timing being off-sync at the Blossom Hill Road and Cherry Blossom Lane intersection. With the signal timing issue addressed, additional queuing in the afternoon is expected to extend no further than Camellia Terrace.

SUBJECT: Receive a Project Update and Approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for Final Design

DATE: November 21, 2022

DISCUSSION (continued):

The results of the field simulation suggest that queuing for the westbound traffic on Blossom Hill Road will not meet the Town's performance standard during the morning commute. The Level of Service (LOS) of the signalized intersection at Blossom Hill Road and Cherry Blossom Lane is initially anticipated to drop from Level of Service (LOS) C to F during the morning peak hour. However, the proposed design for the project is consistent with the Town's transportation goals to enhance bicycle and pedestrian safety and the Town's multimodal network.

The project team believes that the Phase 1 Concept Plan will achieve the project goals of enhancing traffic safety and potentially reducing speeds on Blossom Hill Road. While the morning commute may prove more challenging after the improvements are implemented, drivers may choose to avoid the area and find alternate routes to Los Gatos, such as Highway 85 thereby reducing vehicle volumes and enhancing safety further. Staff believes that the benefits of the Phase 1 Concept Plan - to provide continuous buffered bike lanes, move motorized vehicles farther away from bicyclists and pedestrians, and potentially reduce speeds along Blossom Hill Road to enhance traffic safety along the corridor - outweigh and mitigate the potential impacts of additional queuing.

CONCLUSION:

Staff recommends that the Town Council receive the project update and approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for final design.

COORDINATION:

This report has been coordinated with the Town Manager's Office and Town Attorney's Office.

FISCAL IMPACT:

Staff costs are tracked for all projects. Tracking of staff costs allows for accountability in the costs of the project, recovery of costs for grant funded projects, and identification of future staffing needs. This project will utilize both full-time budgeted and part-time staff. The costs for full-time staff are generally accounted for in the Department's Operating Budget.

With the approval of the Phase 1 Concept Plan by Council, construction for the project will be delivered with the FY 2022/23 Annual Street Repair and Resurfacing Project. Construction budget for the project shall be applied to the street repair project.

SUBJECT: Receive a Project Update and Approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for Final Design

DATE: November 21, 2022

FISCAL IMPACT (continued):

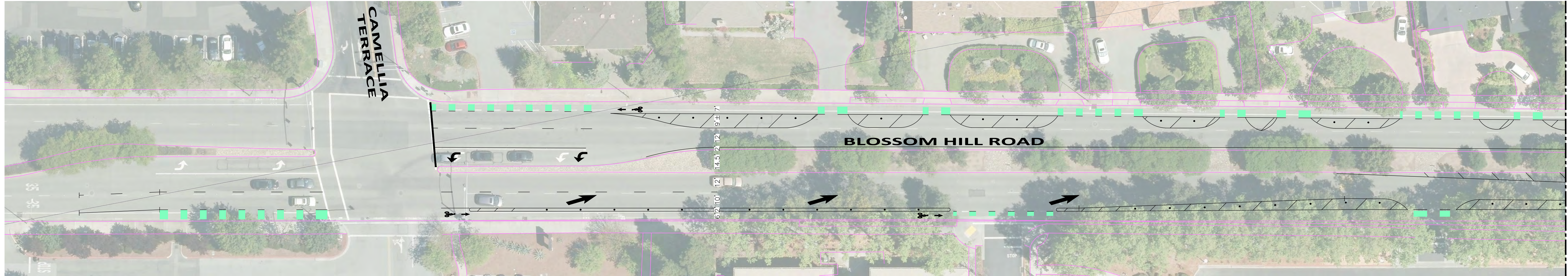
Blossom Hill Road Traffic Safety Project		
CIP No. 813-0239		
	Budget	Costs
GFAR	\$300,000	
Total Budget	\$300,000	
Hexagon Transportation Consultant - Traffic Safety Feasibility Study (completed)		\$48,410
Hexagon Transportation Consultant - Design		\$80,000
Design Contingency		\$8,000
Construction		\$158,590
Part-Time Staff Cost		\$5,000
Total Expenditures		\$300,000
Remaining Balance		\$0

ENVIRONMENTAL ASSESSMENT:

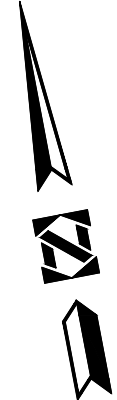
This is a project defined under CEQA as being Categorically Exempt [Section 15301(c) Existing streets, sidewalks, trails and similar facilities]. A Notice of Exemption will be filed with the County.

Attachments:

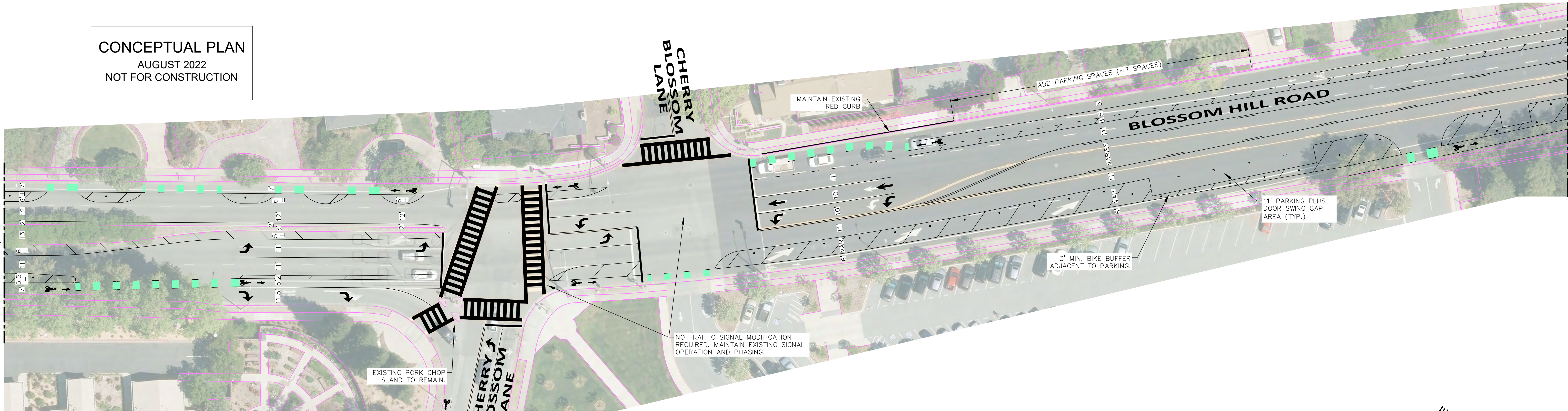
1. Phase I Concept Plan
2. Community Comments Summary
3. Public Comments



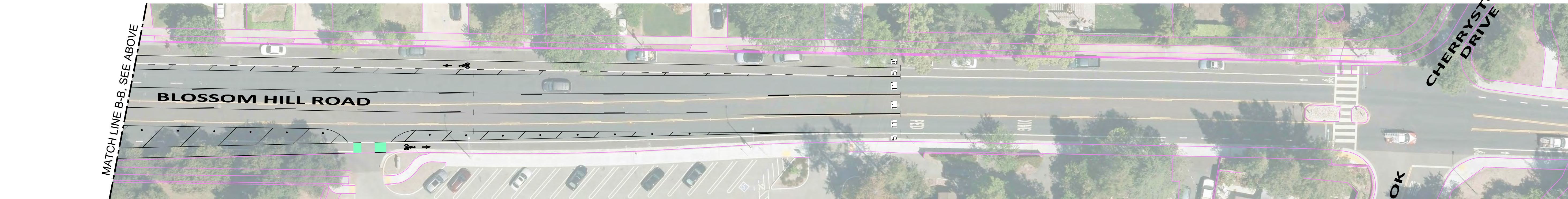
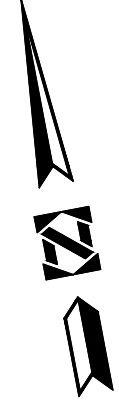
MATCH LINE A-A, SEE BELOW



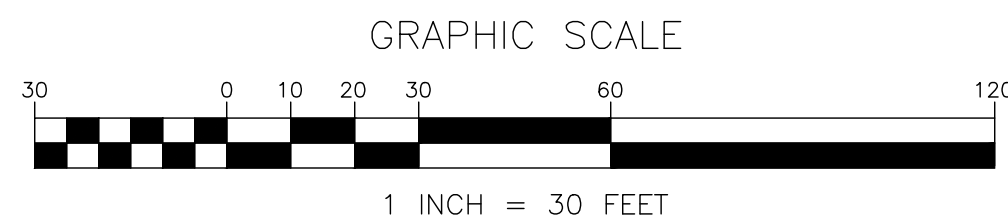
CONCEPTUAL PLAN
AUGUST 2022
NOT FOR CONSTRUCTION



MATCH LINE B-B, SEE BELOW



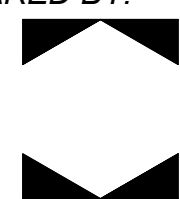
MATCH LINE B-B, SEE ABOVE



THIS PLAN IS CONCEPTUAL ONLY, NOT FOR CONSTRUCTION.

DRAWN T. CHANG/J. ELIA	DESIGNED T. CHANG/J. ELIA	SCALE 1" = 30'
CHECKED J. ELIA	DATE 9/1/22	
		CONTRACT NO.

PREPARED BY:



**HEXAGON TRANSPORTATION
CONSULTANTS, INC.**

100 Century Center Court, Suite 501
San Jose, California 95112
Ph: (408) 971-6100

www.hextrans.com



TOWN OF LOS GATOS
BLOSSOM HILL ROAD SAFETY IMPROVEMENTS
CONCEPTUAL PLAN
QUICK-BUILD ALTERNATIVE

DRAWING NO.

Attachment 1

Summary of Community Comments Received at the September 22, 2022 Community Meeting:

- Community members emphasized hazardous traffic conditions and speeds on Blossom Hill Road and past traffic incidents including a pedestrian fatality.
- Desires to see more permanent traffic safety improvements along Blossom Hill Road.
- Concerns of cut-through traffic on side local streets due to lane reduction on Blossom Hill Road.
- Concerns about how effective quick-build solutions such as green bollards and buffered bike lanes would be for bicycle and pedestrian safety.
- Desires to see more permanent solutions to protect pedestrians, especially at corners of the signalized intersection.
- More safeguard measures around the signalized intersection.
- Traffic safety improvements along the corridor is long overdue.
- With single travel lane each direction, longer queueing may increase bad and rash behaviors from drivers.
- Continue working with the Safe Routes to School program closely on the project.
- Add concrete pillars or other protective measures at the Blossom Hill Road and Cherry Blossom Lane intersection for pedestrian protection.
- Eastbound Blossom Hill Road backs up at the signalized intersection during school drop-off and pickup times due to vehicles trying to enter the school. How to keep the signalized intersection clear when people are queueing to turn right into the school.
- Lower the speed limit permanently.

For some of the community concerns received, staff considered solutions that may be suitable for the Phase 1 implementation next year and other long-term solutions to be considered when funding becomes available. Table 1 summarizes what staff heard from the community and how it may be addressed (or why it cannot be addressed).

TABLE 1: Summary of Community Concerns from Community Meeting on September 22, 2022

Community Concerns	Proposed Phase 1 implementation in 2023	Potential Long-term Solutions (Require Additional Funding)
Pedestrian and vehicle conflicts at the signalized intersection of Blossom Hill Road (BHR) and Cherry Blossom Lane (CBL).	Enhance “No Right-Turn on Red” signage for northbound and southbound vehicular right turns. Consider modifying signal to provide pedestrian-only signal phase.	Evaluate the configuration and operation of the signalized intersection to improve safety and reduce confusion. Consider eastbound and westbound protected left-turns.

"Pork Chop" free right-turn from eastbound BHR to CHL southbound.	Install enhanced "yield to pedestrian" signage and pavement markings at the "pork chop" eastbound right-turn lane. Consider other quick-build options.	Potentially replace the free right turn pork chop lane with signal controlled right turn lane.
Replace pedestrian fence at northwest corner of the signalized intersection with more protective safeguard for students.	Reduce the travel lane and introduce wider bike lanes through the intersection to create more buffer between pedestrians on sidewalks and vehicles.	Construct wider sidewalks and bulb-outs; consider installing guardrail at the corner.
Vehicular Speeding	Eliminate one travel lane to reduce speeds.	Speed surveys will be conducted after Phase 1 improvements to determine if lowering the speed limit can be justified.

From: Kathy Kroesche <[REDACTED]>
Sent: Saturday, November 19, 2022 5:05 PM
To: Council <Council@losgatosca.gov>
Subject: Blossom hill road 2 lane proposal

EXTERNAL SENDER

Dear Town Council,

Regarding the proposal to narrow Blossom Hill Road to 2 lanes:

My experience, living right by the two lane section above the school and park, being a cyclist and walking this road almost daily for 19 years, is that narrowing to two lanes does not slow traffic down. Theoretically it is supposed to, but I have not witnessed this. I need to see the data, but intuitively and initially, I don't see this proposal benefitting the community.

Somewhat unrelated, another expensive project in the same area was the parking lot that the town created for the park visitors which pushed pedestrians right next to the busy road. I avoid walking that strip of sidewalk most of the time. Cars often drive by so fast and it is only two lanes there as well.

If this proposal reaches you, at this point I ask you to vote against it.

Take care,

Kathy Kroesche

Sent from my iPhone

From: Raymond Markett <[REDACTED]>
Sent: Saturday, November 19, 2022 9:12 AM
To: Janice Chin <JChin@losgatosca.gov>
Subject: Blossom hill road safety

EXTERNAL SENDER

Hello,

I suggest painting well defined bike lanes on Blossom Hill Road from Harwood and Blossom Hill to Los Gatos Blvd. and Blossom Hill, in both directions.

Best Regards,

Raymond Markett

From: Peter Murray <[REDACTED]>
Sent: Friday, November 18, 2022 10:24 PM
To: Janice Chin <JChin@losgatosca.gov>
Subject: Blossom Hill Road Safety project Update (CIP No 813-0239)

EXTERNAL SENDER

I am a resident of The Terraces of Los Gatos and live on the third floor of a building close to the intersection of Blossom Hill and Cherry Blossom. I hear and see the effected area. I share the concern for vehicle safety in the area. It is a challenging intersection in all respects. The primary traffic safety problem is excess speed in the area, caused by a few drivers who race from stop light to stop light at full speed. The proposed mitigation plan will be costly and not address that. Those drivers will speed multiple lanes or one, as your proposed plan envisions. Drivers are frustrated already and your proposed plan will only add to that. If bicycle safety is of primary concern might I suggest diverting them to parallel residential streets. In my view the only solution to the stated problem is strict enforcement of the existing speed limit posted. The increased cost of enforcement will be offset by the saved proposed plan cost.
Pete Murray

From: MJ Ali <[REDACTED]>
Sent: Monday, October 31, 2022 2:02 PM
To: Joanne Justis <[REDACTED]>; Maria Ristow <MRistow@losgatosca.gov>; Nicolle Burnham <NBurnham@losgatosca.gov>; Carrie Cain <[REDACTED]>; Rob Rennie <RRennie@losgatosca.gov>; Marico Sayoc <MSayoc@losgatosca.gov>; Laurel Prevetti <LPrevetti@losgatosca.gov>; Janette Judd <jjudd@losgatosca.gov>
Subject: 25 MPH at BH road "when children are present"

EXTERNAL SENDER

Today was the Blossom Hill Elementary Halloween parade, and over 400 kids were on this road from 1:00 to 1:30 pm, and I was there for my kids.

The speed limit on this road is 35 MPH (25 MPH when children are present). Many cars were speeding over 35 MPH when I was there. Unfortunately, there was no police officer in the street.

There have been many crashes/accidents on this road. The cars ended up inside the school property and sidewalks after the crash. And There have been property damages and injuries for many years on this road.

The recently proposed solution (paint on the asphalt and plastic cone on the side of the road) will not make this road safe for people.

-Mehrdad

On Oct 13, 2022, at 1:09 PM, MJ Ali <[REDACTED]> wrote:

EXTERNAL SENDER

Dear Marico Sayoc,

First, I appreciate you for giving the speech at West Valley College on Tuesday during the Iranian gathering for "Women, Life, Freedom." It means a lot that you are standing with the Iranian community against injustice and discrimination.

And please let me introduce myself. I immigrated to the U.S. in 2002. The home and roots of my family have been at 957 Blossom Hill road since 2006. And my 12 years daughter, Jasmine, and my 9-year-old son, Sherwin, are growing up in our beautiful town. And Compared to my childhood, they live in heaven. When I was their age, and during the Iran-Iraq war (1980-1988), we could barely have hot showers more than once a week. And I did much of my school homework under the light of candles or oil lamps. I missed over 1/3 of my elementary and middle school classes due to "shelter in place" and "air strikes." I was lucky enough to survive those air strikes by not being at the scene at that moment of the bumping. By 1989 when I entered high school, I could get expelled if I wore jeans, listened to music, or had a girlfriend. In 1993, when I entered college (Tehran University, 2nd top-ranked university in the nation), I was arrested multiple times by the "morality police" (long story).

Since coming to the state, I received my Master's degree in Engineering and my California Professional Engineering license. In the last 18 years, I professionally contributed my design expertise to the building and construction industry in many cities and justifications in the bay area by practicing engineering and California Title 24. And since 2015, I have had an active business license for my home office.

The two most significant investments of my life are my kids (Like any other parent). Jasmine is very talented and hardworking and, at the same time, humble. If you have any music app, please search for her name, "Jasmine Alipour." Her songs were composed by her during covid, and we recorded them in a studio last February.

And you may not remember that we have talked at least twice in person. On Dec 13-2016 (during the Transportation and Parking Commissioners interview) and on Jan 26-2017, you visited BH elementary school. In the last 7 years (since 2015), I have brought my concern regarding the safety of my family. The number of conversations, discussions, and arguments I have had with LGPD, Town officials, and leadership (Matt Morelly, ...) is beyond anyone's time, effort and energy. It is disappointing that our safety is ignored. Many crashes and accidents at BH roads resulted in property damage, injuries, two fatalities, and **MENTAL STRESS**. There is not a week that I don't see road rage at BH road. All of these are within the school and park, advertised as a safe routes to school.

The town's excuse for not improving the road is a lack of funds. I apologize for my rudeness, I lost all my faith in LG leadership. I am sure if our officials had fought for us, we would have had the funds by now to make the road safe.

I am asking to present the issue one more time to the town leadership in a timely manner (not 3 minutes presentation). I know the new traffic study is done, and there is an improvement plan for summer 2023. It is the wrong solution to the problem we have at BH road within the school, park, and my residential neighborhood.

I have gone through a lot of hardship in my life, and I am sure I will also go through the BH safety as well. I always look back and ask myself, what if our leaders have directed and helped us on the right path? What if our leaders meant what they said?

Thanks for reading my email

Regards

Mehrdad Alipour

cell [REDACTED]

From: Joanne Justis <[REDACTED]>
Sent: Wednesday, October 12, 2022 11:22 PM
To: Rob Rennie <RRennie@losgatosca.gov>; MJ Ali <[REDACTED]>
Cc: Maria Ristow <MRistow@losgatosca.gov>; Nicolle Burnham <NBurnham@losgatosca.gov>; Carrie Cain <[REDACTED]>; [REDACTED]
Subject: Improving the Safety of BH Road

EXTERNAL SENDER

Rob,

Matt Morley spent, I believe, in the range of \$100K on a Calming Report some time ago that offered two options. We need both options. Will your meeting be in person or is it a zoom call? Yes, I want to to be involved in your meeting to know what the Town is up to regarding the timeframe in which you will move this project to the top of your priority list and exactly how you propose to get the funding.

Please let me know how to join the meeting on November 1st and also, are you looking at the Calming Report that we were given or are we starting all over again?

To be clear Rob, what has angered us is being told that the improvement of BH Road was a priority for the Parks & Public Works Department and that the project would be included in the Town's budget. Then two years pass and now it appears this project is resurfacing once again after so many serious accidents have occurred.

Public Safety should always come first especially by an elementary school and park.

Joanne

From: MJ Ali <[REDACTED]>
Sent: Wednesday, October 12, 2022 11:14 PM
To: Rob Rennie <RRennie@losgatosca.gov>
Cc: Joanne Justis <[REDACTED]>; Maria Ristow <MRistow@losgatosca.gov>; Nicolle Burnham <NBurnham@losgatosca.gov>; Carrie Cain <[REDACTED]>
Subject: Re: Metal Lion Structures - NO THANKS!

EXTERNAL SENDER

Rob,

(this message is from Mehrdad and the previous email was from Mehrdad too)
I die every morning and every afternoon when my kids go to school and when they come back from school. I die every time we have guests or visitors that park on the curb. I die every time my parents come to my house and visit their grandchildren and park their car by the curb.

Do you know why?

Because the BH road is NOT safe, because many crashes happened on this road because people died on this road.

So compared to your wasted 20 hrs per week, the quality of my entire life is wasted on BH road!

From: MJ Ali <[REDACTED]>
Sent: Monday, October 10, 2022 10:32:24 PM
To: Rob Rennie <RRennie@losgatosca.gov>
Cc: Joanne Justis <[REDACTED]>; Maria Ristow <MRistow@losgatosca.gov>; Nicolle Burnham <NBurnham@losgatosca.gov>; Carrie Cain <[REDACTED]>
Subject: Re: Metal Lion Structures - NO THANKS!

EXTERNAL SENDER

+Maria and Nicolle,
Rob,

Let's agree with all you said below that you and the town leadership did not spend any money on the north 40 (which we all know is a false statement), and the developer paid for all traffic improvements. And also, let's agree that the cost of the "masterpiece robot cat" is only \$10K to \$20K, and the cost of BH improvement (for the safety of our kids and neighbors) is \$5M or \$6M, and the town did not win the fund for the improvement of BH road for the last 7 years.

What is your role in running for our town Mayor, then? Why do we need a mayor and town council?

-M

On Mon, Oct 10, 2022 at 5:55 PM Joanne Justis <[REDACTED]> wrote:

But we've heard that for years Rob. You especially should be concerned about the residents safety and not make excuses for why the improvements cannot be made. Will it take another decade to see improvements?

I'm not accepting your answer as it's no longer acceptable. Just in case you don't know, the Town council does not have a great reputation.

Joanne

From: Joanne Justis <[REDACTED]>
Sent: Monday, October 10, 2022 2:51:18 PM
To: Rob Rennie <RRennie@losgatosca.gov>
Cc: [REDACTED]
Subject: Re: Metal Lion Structures - NO THANKS!

EXTERNAL SENDER

Rob,

Residents of Los Gatos should be able to vote on any proposal the Town comes up with. Those metal lions, not cats, are in poor taste.

The Town approved the North 40 - what was the cost of that project? What a nightmare and it will continue to create traffic problems. **There should not be any more excuses for why you cannot improve the safety of B H Road.** Your answer was a typical political response of sorry, no can do.

What we need are new council members instead of recycling the members who are not looking out for our interests. You have lots of information hidden your website and you would have to know where to look for it in order to respond or vote. The Town annexed my property and doing so, I should have been given a vote on what the Town proposes. So far, that has not happened.

As Mayor, I would have expected more from you.

Joanne

On Oct 7, 2022, at 8:35 AM, Joanne Justis <[REDACTED]> wrote:

EXTERNAL SENDER

Forwarded message is attached.

Rob,

Did all of the residents get to vote on those metal sculptures to be planted throughout the Town? **They are an eyesore and cheapen the look of our traditional cat sculptures.** I have to look at the sculpture on Lark Avenue daily and why anyone thinks spending money on such a project to change the look of our traditional cat sculpture is OK, is beyond me. It's bad enough that that Town misrepresented the North 40 project and now this.

We want to start a petition to remove those sculptures. I was told when I called in that the residents were given the chance to vote on this project - I don't think so. Ryan Baker just replied to my email letting me know I can join a zoom call and voice my comments as if I would know to do this.

My property was annexed from the county to LG and a "benefit" was for me to have a vote on projects in the Town. So far, I have not be notified of any happening but the truth is your website is so complicated, you would have to know **what you are looking for in order to know what the Town is up to.**

Why would you spend any additional money around Town when you **refuse to improve the safety of Blossom Hill Road?** I was working with Matt Morley for three years to get the town to improve the road only to find out now that the Engineering department in August just started looking for funding, so we are starting all over again. There is not a lot of trust with the Town council because in the past, what you say and what you do have two different outcomes.

I crossed in the walkway yesterday to go to the elementary school and the crossing guard was upset. Apparently his car was hit on BH Road last week and he said this road was so dangerous but could not understand why this has not become a priority for the Town. The bike lanes on Winchester are not an improvement. The traffic on Lark Avenue and going into Town are causing other problems, so decisions being made to this Town are not improvements. Just ask around.

As Mayor, I'm sending you my comments because I would expect that you might care about what others are talking about. We need one way to know what projects you are proposing so we don't have to **dig through your**

website where you have hidden important information that affects all of us.
How often are you sending out a newsletter with projects listed?

Joanne



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(/profile/01YH2ZFJ7k9-xcPX8/?is=detail_autho)

Angela Pappanastos

Kennedy North ([/neighborhood/kennedynorth-ca?source=neighborhood_name&view=detail](#))

Did everyone in Los Gatos receive the notice from the Town of Los Gatos referring to the "BLOSSOM HILL ROAD TRAFFIC SAFETY PROJECT UPDATE? (CIP NO. 813-0239)

The plan is to change the 2 lanes east and 2 lanes west on Blossom Hill Rd., down to one lane on each side from Camellia Terrace to Hillbrook.

They are planning to add lanes for bikes and pedestrians.

I don't like this idea.

The paper says "the traffic modeling predicts a modest increase in traffic delays when the Phase 1 Concept Plan is implemented.

I wonder if these people use this road?

The notice says "Alternative routes are available and drivers may choose to avoid the area".

Los Gatos-Almaden Rd?

Am I wrong?

How do you feel about it?

This will be presented to the Town Council at the December 6th meeting.

Posted in **General to Anyone**



29

Like

169

Share

See 64 previous comments



(/profile/019TmJcCtSxrrhZrJ/?is=feed_commenter)

Kim Hutsenpiller (/profile/019TmJcCtSxrrhZrJ/?is=detail_commenter)

Holland (/neighborhood/10holland--san-jose--ca?source=neighborhood_name)

Please fight this hard! These road diets have ruined many streets in San Jose. Bike lanes are mostly(99%) empty and the streets are clogged!

5 days ago Like Reply Share

4



(/profile/01Gh44wnwrtDY458c/?is=feed_commenter)

Gunilla Gillberg

(/profile/01Gh44wnwrtDY458c/?is=detail_commenter)

Kennedy North (/neighborhood/kennedynorth--los-gatos--ca?source=neighborhood_name)

The plan will be acted on at Los Gatos Town Council on December 6, 2022 meeting.

Questions and input can be emailed to Janice Chin at

Jchin@losgatosca.gov

(mailto:Jchin@losgatosca.gov).

What has not been taken into account is how much the suggested change will make traffic to flow to parallel streets like Shannon. Shannon appears from my walking much more preferred by school kids in all ages for walking, skate boarding and biking than Blossom Hill Rd. There are between Los Gatos Blvd and Cherry Blossom Rd many stretches on Shannon without even sidewalks. Paramedics trucks and ambulances will also be effected by the suggested change. Has the Fire station been consulted?

I wish that it was a way to get this very engaged and concerned conversation on Nextdoor to the Los Gatos Council.

4 days ago Like Reply Share



(/profile/01wyf79GMMTT3BB6M/?
is=feed_commenter)

Linda C.

(/profile/01wyf79GMMTT3BB6M/?

is=detail_commenter)

• Los Gatos Main

(/neighborhood/losgatosmain--los-
gatos--ca?

source=neighborhood_name)

Gunilla Many of the town Council
members read the conversations here
but you could also print this as a PDF
and email it to the entire town council.

1 hr ago Like Reply Share



(/profile/01Gh44wnwrtDY458c/?
is=feed_commenter)

Gunilla Gillberg

(/profile/01Gh44wnwrtDY458c/?

is=detail_commenter)

• Kennedy North

(/neighborhood/kennedynorth--los-
gatos--ca?source=neighborhood_name)

Thanks. Glad to know that they follow
Nextdoor. Hopefully they will react.

Gunilla

Just now Like Reply Share



Add a reply...



(/profile/01_qc94SWr742KR5c/?
is=feed_commenter)

Lisa Walker (/profile/01_qc94SWr742KR5c/?

is=detail_commenter)

• Doerr (/neighborhood/9doerr--san-jose--ca?
source=neighborhood_name)

It will be a nightmare! Check out Hillsdale Ave,
SJ, worst idea ever.

4 days ago Like Reply Share



Add a comment...

-----Original Message-----

From: Li Linying <[REDACTED]>
Sent: Thursday, December 1, 2022 10:20 AM
To: Council <Council@losgatosca.gov>
Subject: In support of Blossom Hill road safety project

To whom it may concern,

This is Shengxuan Sun and Linying Li from [REDACTED] Blossom Hill Road, Los Gatos. We want to support the plan to reduce speed on BH road. It helps to keep the kids safe and reduces the noise from the road.

Best,
Linying Li

-----Original Message-----

From: Gunilla Gillberg <[REDACTED]>
Sent: Sunday, November 27, 2022 11:35 AM
To: Janice Chin <JChin@losgatosca.gov>
Subject: Proposed changes to Blossom Hill Rd

Dear Ms Janice Chin

The proposed changes have been met with an overwhelming no by the concerned residents on Nexdoor. The original listing has 169 responses. Please take these in consideration. I attach a few.

Sincerely

Gunilla Gillberg
800 Blossom Hill Rd,
Los Gatos, CA 95032

-----Original Message-----

From: shelley gierat <[REDACTED]>
Sent: Thursday, December 1, 2022 12:12 AM
To: Council <Council@losgatosca.gov>
Subject: Blossom Hill reduce speed proposal for child safety

Hello,

I am in favor of the proposed plan to reduce the speed and traffic near Blossom Elementary school. I have witnessed 2 close calls and the outcome would have been devastating .
Thank you
Shelley Gierat

The most precious gift we can offer others is our presence...Thich Nhat Hanh

From: Susan Carter Anderson <[REDACTED]>

Sent: Wednesday, November 30, 2022 11:07 PM

To: Council <Council@losgatosca.gov>

Subject: Please approve the BH Road Safety Project

Dear City Council Members,

I am writing to urge you to approve the Phase 1 plan of the BH Road Safety Project by Blossom Hill Elementary. The incidence of near tragedies where children on their school commute are almost hit at the crosswalk or tiny bike lane is horrifying. The speed and careless behavior of drivers is a huge liability and this plan is a cost effective way to intervene. Please send it forward and mark it as a priority for implementation asap. It will improve safety for the children, as well as bike lane use on this road.

Thank you for your time and consideration.

Best,

Susan Carter Anderson

[REDACTED] Blossom Hill Rd, Los Gatos

From: Evan Carter <[REDACTED]>

Sent: Wednesday, November 30, 2022 11:01 PM

To: Council <Council@losgatosca.gov>

Subject: Blossom Hill Road

Dear City Council,

I am a Sophomore at Los Gatos High and have been crossing Blossom Hill Road at Cherry Blossom to get to school for the past 4 years. Several times I have almost been hit trying to cross the road at the crosswalk or use the bike lane. Cars go through red lights or are driving too fast to stop. I see little kids waiting for the crosswalk signal that get confused and start to walk into the street, so adults have to jump to pull them back from traffic. It's not safe.

Please approve the Blossom Hill Road Safety Project so that it's easier to bike and get to school. My sister uses this crosswalk to get to Fisher and I worry about her too.

Respectfully,

Evan Carter



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 12/6/2022

ITEM NO: 13

ADDENDUM

DATE: December 2, 2022
TO: Mayor and Town Council
FROM: Laurel Prevetti, Town Manager
SUBJECT: Receive a Project Update and Approve the Phase 1 Concept Plan for the Blossom Hill Road Traffic Safety Project (CIP No. 813-0239) for Final Design

REMARKS:

Attachment 4 includes additional public comments received between 11:01 a.m., Thursday, December 1, 2022, and 11:00 a.m., Friday, December 2, 2022.

ATTACHMENTS:

Attachments previously with the Staff Report:

1. Phase I Concept Plan
2. Community Comments Summary
3. Public Comments

Attachments with this Addendum:

4. Public comments received between 11:01 a.m., Thursday, December 1, 2022, and 11:00 a.m., Friday, December 2, 2022

PREPARED BY: WooJae Kim
Town Engineer

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

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From: kristin hutchinson <[REDACTED]>
Sent: Thursday, December 1, 2022 3:03 PM
To: Council <Council@losgatosca.gov>
Subject: Blossom Hill Road Safety Improvements

EXTERNAL SENDER

Council Members,

I am writing to put support behind, and urge action on, the proposed Blossom Hill Road Safety Improvements. I see everyday as a parent, and as the President of our Home & School Club, the impact that the traffic on Blossom Hill Road makes on our school community. Both students and parents are impacted daily by the amount of traffic and lack of safety measures on Blossom Hill Road, and specifically for us, the intersection at Cherry Blossom Road.

Taking the initial steps to make this area safer for our Los Gatos community and our Blossom Hill Elementary families is an absolute necessity, and we all thank you for your attention to these concerns.

Thank you for all your efforts,

Kristin Hutchinson
President, Blossom Hill Elementary H&SC 22/23