



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
MARCH 18, 2025  
110 EAST MAIN STREET AND TELECONFERENCE  
TOWN COUNCIL CHAMBERS  
7:00 PM**

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

**IMPORTANT NOTICE**

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below. The live stream of the meeting may be viewed on television and/or online at [www.LosGatosCA.gov/TownYouTube](http://www.LosGatosCA.gov/TownYouTube).

This meeting will be teleconferenced pursuant to Government Code Section 54953(b)(3). Council Member Rob Rennie will be participating via teleconference from a location at 201 Zephyr Way, Winter Park, CO 80482. The teleconference locations shall be accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

**HOW TO PARTICIPATE**

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

- **Zoom Webinar (Online):** Join from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: <https://losgatosca.gov.zoom.us/j/85481444677?pwd=561kip53XZTmhrTCwGDoNCvDTWQnwJ.1>  
Passcode: 535103. You can also type in 854 8144 4677 in the “Join a Meeting” page on the Zoom website at [www.zoom.us](http://www.zoom.us) and use passcode 535103.
  - When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press \*9 on your telephone keypad to raise your hand.
- **Telephone:** Please dial (877) 336-1839 for US Toll-free or (636) 651-0008 for US Toll. (Conference code: 1052180)
  - If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- **In-Person:** Please complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

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

(2) If you are unable to participate in real-time, you may email [Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov) the subject line “Public Comment Item #\_\_” (insert the item number relevant to your comment).

(3) Deadlines to submit written comments are:

11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.

11:00 a.m. the Monday before the Council meeting for inclusion in an addendum.

11:00 a.m. on the day of the Council meeting for inclusion in a desk item.

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

## **CALL MEETING TO ORDER**

## **ROLL CALL**

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

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

- i. Proclamation for Red Cross Month

**CONSENT ITEMS** *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 1 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. Approve the Minutes of the March 4, 2025, Special Town Council Meeting.
2. Approve the Minutes of the March 4, 2025, Closed Session Town Council Meeting.
3. Approve the Minutes of the March 4, 2025 Town Council Meeting.
4. Receive the Monthly Financial and Investment Report for January 2025.
5. Authorize the Town Manager to execute a Five-Year Agreement for Services with Professional Powerwashing and Property Maintenance, Inc. (PPWPM, INC) for Downtown Power Washing for a Total Agreement Amount Not to Exceed \$249,924.
6. Adopt a Resolution Granting an Appeal of a Planning Commission Decision to Approve an Architecture and Site Application for the Construction of a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20, and Remanding the Matter to the Planning Commission. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaar, Architect. Appellant: Mary J. Vidovich. Project Planner: Sean Mullin.
7. Approved the Recommended Changes to the Town's Investment Policy.
8. Authorize the Town Manager to Execute a Five-Year Agreement for Services with Sweeping Corp of America for Additional Street Sweeping Services and to Provide Emergency Call Out Sweeping for a Total Agreement Amount Not to Exceed \$235,308.

9. Approve the First Amendment to the Purchase and Sale Agreement for Property Adjacent to Shannon Road to Include the Assignment and Assumption of Purchase Agreement; and Authorize the Town Manager to Execute the Agreement.
10. Accept the Annual Progress Report for General Plan and Housing Element Implementation.

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

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

11. The Introduction of an Ordinance Amending Chapter 29 (Zoning Regulations) of the Town Code Regarding Emergency Shelters, Small Employee Housing, Transitional Housing, Supportive Housing, Employee Housing, Group Homes, and Findings for Reasonable Accommodation Requests, Pursuant to Implementation Program AP of the 2023-2031 Housing Element **Will Be Rescheduled to a Future Date.**

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

12. Discuss the Impacts of Recent Executive Orders on the Town's Federal Funding and Grants.
13. Approve the 2025 Community Health and Senior Services Commission Work Plan.
14. Approve the Proposed Tolling Agreement for Newtown Development at 15495 Los Gatos Boulevard and Authorize Execution by Town Manager.

## **COUNCIL / MANAGER MATTERS**

### **CLOSED SESSION REPORT**

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

**ADA NOTICE** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354-6834. Notification at least two (2) business days prior to the meeting date will enable the Town to make

reasonable arrangements to ensure accessibility to this meeting [28 CFR §35.102-35.104].

**NOTE:** The ADA access ramp to the Town Council Chambers is under construction and will be inaccessible through June 2025. Persons who require the use of that ramp to attend meetings are requested to contact the Clerk's Office at least two (2) business days prior to the meeting date.

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 1.

ITEM NO: 1

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**DRAFT  
Minutes of the Town Council Special Meeting – Commissioner Interviews  
Tuesday, March 4, 2025  
5:15 P.M.**

The Town Council of the Town of Los Gatos conducted this special meeting in-person and utilizing teleconferencing.

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

Mayor Hudes welcomed applicants and provided introductory comments.

**ROLL CALL**

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

Absent: None.

**VERBAL COMMUNICATIONS**

No one spoke.

**OTHER BUSINESS**

1. Interview Applicants for the Planning Commission, General Plan Committee, and Personnel Board; and Make Appointments to Fill the Vacant Positions.

Wendy Wood, Town Clerk, explained the interview process that will be used for the meeting.

Council interviewed the following applicants for the vacant positions on Town Boards, Commissions, and Committees:

- **Planning Commission**
  - Rasha Lashin
  - Chris Ray
  - John Schwarz
- **General Plan Committee**
  - Bent Jensen
- **Personnel Board**
  - John Cleveland

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Town Council Special Meeting of March 4, 2025 –  
Commissioner Interviews

DATE: March 18, 2025

Ballots were distributed to each Council Member and the Town Clerk explained that for a candidate to be appointed, a majority vote of three or more must occur. The Council Members completed written ballots and provided them to the Town Clerk. Town Clerk Wood read the votes and appointments as follows (applicants not listed did not receive a vote):

- **Planning Commission**
  - Chris Ray received one vote (Hudes).
  - John Schwarz received four votes (Ristow, Rennie, Badame, and Moore).

John Schwarz was appointed to the Planning Commission by a majority vote.

- **General Plan Committee**
  - Bent Jensen received five votes (Ristow, Rennie, Badame, Moore, and Hudes).

Bent Jensen was appointed to the General Plan Committee by a unanimous vote.

- **Personnel Board**
  - John Cleveland received five votes (Ristow, Rennie, Badame, Moore, and Hudes).

John Cleveland was appointed to the Personnel Board by a unanimous vote.

## ADJOURNMENT

The meeting adjourned at 6:00 p.m.

Respectfully Submitted:

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Wendy Wood, Town Clerk



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

MEETING DATE: 03/18/2025

ITEM NO: 2

ITEM NO. 2.

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**DRAFT  
Minutes of the Town Council Special Meeting – Closed Session  
Tuesday, March 4, 2025  
6:15 P.M.**

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

**MEETING CALLED TO ORDER AT 6:15 P.M.**

**ROLL CALL**

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

Absent: None.

**VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)**

No one spoke.

Gabrielle Whelan, Town Attorney announced the closed session titles as listed on the agenda.

**THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code §54956.9(d)(4))  
Initiation of litigation pursuant to Government Code §54956.9(d)(4): 1 case
2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)  
Property: 4 Tait Avenue  
Agency Negotiator: Katy Nomura, Assistant Town Manager  
Negotiating Parties: Town of Los Gatos, Rob White  
Under Negotiation: Price and Terms of Payment

The Town Council reconvened in open session.

Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session to discuss initiation of litigation and real property negotiations and with regard to the real property negotiations there was no reportable action. With regard to the potential initiation of litigation the Town Council unanimously voted to authorize the initiation and once it has been formally commenced the defendants will be disclosed to any person upon inquiry unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties or jeopardize its ability to conclude existing settlement negotiations.

PAGE 2 OF 2

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

DATE: March 4, 2025

**ADJOURNMENT**

The meeting adjourned at approximately 6:55 p.m.

Attest:

Submitted by:

\_\_\_\_\_  
Wendy Wood, Town Clerk

\_\_\_\_\_  
Chris Constantin, Town Manager





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO: 3

ITEM NO. 3.

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

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

**MEETING CALLED TO ORDER AT 7:03 P.M.**

**ROLL CALL**

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

Absent: None

**PLEDGE OF ALLEGIANCE**

The Stratford School Student Council led the Pledge of Allegiance. The audience was invited to participate.

The Mayor stated the public hearing items will be heard after the consent items and before the other business items.

**CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)**

1. Approve the Minutes of the February 11, 2025 Town Council Special Meeting.
2. Approve the Minutes of the February 18, 2025 Closed Session Town Council Meeting.
3. Approve the Minutes of the February 18, 2025 Town Council Meeting.
4. Approve the Minutes of the February 21, 2025 Town Council Closed Session Meeting.
5. Authorize the Town Manager of Designee to Execute a Reimbursable Grant Agreement with Silicon Valley Clean Energy in the amount of \$173,184 for the Installation of Electric Vehicle Charging Infrastructure at the Parks and Public Works Yard and Authorize Budget Adjustments to Establish a New Capital Improvement Project to Account for the Revenue and Expenditures of this Funding.
6. Authorize the Town Manager to execute the Fourth Amendment to the Tyler Technologies Agreement to Reallocate Existing Contracted Services and Increase Compensation by \$58,630 for a New Total Contract Amount Not to Exceed \$1,378,621.
7. Approve and Authorize the Town Manager to Execute a Side Letter of Agreement Between the Town of Los Gatos, the Police Officers' Association (POA), the Town Employees' Association (TEA), and the American Federation of State, County, and Municipal Employees (AFSCME) Related to the Police Hiring Referral Bonus and Approve the Police Hiring Referral Bonus for Confidential Employees.

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

DATE: March 4, 2025

Mayor Hudes opened public comment.

Gus Who

- Commented on item four, stating concerns with the Town defending the Council Members and requested mediation.

Mayor Hudes closed public comment.

**MOTION: Motion by Council Member Badame to approve consent items one through seven. Seconded by Vice Mayor Moore.**

**VOTE: Motion passed unanimously.**

### VERBAL COMMUNICATIONS

Marico Sayoc, Office of Supervisor Abe-Koga

- Commented on partnering with the Town on the upcoming priorities for Supervisor Abe-Koga.

Will Whitney, Billy Jones Wildcat Railroad

- Commented on the Oak Meadow pedestrian bridge and stated it will be closed between April and May for maintenance.

Carin Yamamoto

- Commented on safety concerns with proposed SB 330 developments.

Lee Fagot

- Commented on concerns with new development related to safety, infrastructure, and preserving the Town's character.

Council Member Badame stated that she will recuse herself from the next item because her personal residence is within 1,000 feet of the project site, and left the Council Chambers.

### PUBLIC HEARINGS

10. Consider a Recommendation by the Planning Commission to Approve Architecture and Site, Conditional Use Permit, and Subdivision Applications to Demolish Existing Hotel Structures (Los Gatos Lodge), Construct a Multi-Family Residential Development (155 Units), Approve a Condominium Vesting Tentative Map, Site Improvements Requiring a Grading Permit, and Remove Large Protected Trees Under Senate Bill 330 (SB 330) on Property Zoned CH:PD:HEOZ. **Located at 50 Los Gatos-Saratoga Road.** APNs 529-24-032, 529-24-001, and 529-24-003. No Additional Environmental Review is Necessary Pursuant to CEQA Guidelines Section 15183: Streamlining Process, Since the Proposed Project's Environmental Impacts were Adequately Addressed in the 2020 General Plan EIR and/or 2040 General Plan EIR, as Applicable. Architecture and Site Application S-23-042, Conditional Use Permit Applications U-23-017, and Subdivision Application M-23-009.

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

DATE: March 4, 2025

Property Owner: Keet S. Nerhan. Applicant: SummerHill Homes, LLC. Project Planner: Sean Mullin. **RESOLUTION 2025-006**

The Council provided the following disclosures:

- Council Member Rennie stated he has met with the applicant and visited the site.
- Vice Mayor Moore stated he has met with the applicant and visited the site.
- Mayor Hudes stated he has met with the applicant and walked the site.
- Council Member Ristow stated she has met with the applicant and walked the site.

Gabrielle Whelan, Town Attorney, gave a presentation on Senate Bill 330 (SB330).

Council asked preliminary questions.

Mayor Hudes opened public comment.

John Hickey, Applicant, provided opening comments and gave a presentation on the proposed project.

Rob Stump

- Commented on concerns with safety and traffic congestion.

Nick Larsen, McCarthy Development

- Commented in support of the project.

Steve Piaseki

- Commented concerns with the project design, safety, and traffic congestion.

Gloria

- Commented in support of the project.

John Hickey, Applicant, provided closing comments and addressed speaker comments.

Mayor Hudes closed public comment.

Council asked questions and discussed the item.

Mayor Hudes called a recess at 9:05 p.m.

Mayor Hudes reconvened the meeting at 9:16 p.m.

Council asked additional questions and discussed the item.

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

DATE: March 4, 2025

**MOTION:** Motion by Council Member Rennie to adopt the draft resolution in Attachment 2 and make the required findings and approve the Architecture and Site, the Conditional Use Permit, the Subdivision Applications, and the Conditions of Approval. **Seconded by Council Member Ristow.**

**VOTE:** Motion passed 4-0. Council Member Badame recused.

Council Member Badame returned to the Council Chambers.

11. Consider an Appeal of a Planning Commission Decision to Approve a Request to Construct a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt according to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaas, Architect. Appellant: Mary J. Vidovich. Project Planner: Sean Mullin.

Sean Mullin, Planning Manager, presented the staff report.

Council provided the following disclosures:

- Council Member Rennie stated he met with the appellant and a neighbor and visited the site.
- Vice Mayor Moore stated he visited and met with the appellant.
- Council Member Ristow stated she visited the site, walked the access road, and met with the appellant.
- Council Member Badame stated she met with the appellant and walked the site and roadway.
- Mayor Hudes stated he met with the appellant and walked the site.

Mayor Hudes opened public comment.

Mary J. Vidovich, Appellant, provided opening comments and discussed the reasons for the appeal.

Gary Kohlsaas, Architect, provided opening comments and discussed the project.

Paul Pasma

- Commented on concerns with the size of the proposed project.

Kathleen Watson

- Commented on concerns with safety, tree protection, and the size of the proposed project.

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

DATE: March 4, 2025

Gary Kohlsaas, Architect, provided closing comments and addressed speaker comments.

Mary J. Vidovich, Appellant, provided closing comments stating her concerns with the project.

Mayor Hudes closed public comment.

Council asked questions and discussed the item.

**MOTION: Motion by Council Member Badame** to have staff prepare a resolution to grant the appeal, remand the application back to the Planning Commission with direction to reduce the building footprint and consideration of the (least restrictive development areas) LRDA and reduce the volume. **Seconded by Vice Mayor Moore.**

**VOTE: Motion passed 4-1. Council Member Ristow voted no.**

**MOTION: Motion by Council Member Ristow** [to extend the meeting to] no later than 12:30 [a.m.] **Seconded by Vice Mayor Moore.**

**VOTE: Motion passed unanimously.**

Mayor Hudes called a recess at 11:33 p.m.

Mayor Hudes reconvened the meeting at 11:42 p.m.

12. Conduct a Public Hearing for Appeal of Administrative Citation VL-19-362 (16660 Cypress Way) for Violations of the Los Gatos Town Code Related to Grading and Building and Adopt a Resolution Upholding the Administrative Citation and Imposing Costs According to Proof.  
**RESOLUTION 2025-008**

Mayor Hudes stated the process of the appeal. Gabrielle Whelan, Town Attorney, stated the appeal is limited to the December 13, 2024, and January 16, 2025, correspondence submitted by the appellants.

Mayor Hudes opened public comment.

Lance Bayer, Special Counsel, provided opening comments and addressed the concerns stated in the December 13, 2024, correspondence.

Josh Balsur, Counsel for Appellant, provided opening comments and provided an update on the required permits.

Scott Watson, Neighbor

- Commented on the citations and litigation with the appellant.

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

DATE: March 4, 2025

Ivy Chang, Neighbor

- Commented in support of adopting a resolution to order the payment of fees.

Josh Balsur, Appellant, provided closing comments.

Lance Bayer, Special Counsel, provided closing comments.

Mayor Hudes closed public comment.

Council asked questions and discussed the item.

**MOTION: Motion by Council Member Badame** to adopt a resolution in Attachment 6 upholding the administrative citation and imposing costs according to proof. **Seconded by Vice Mayor Moore.**

**VOTE: Motion passed unanimously.**

**MOTION: Motion by Vice Mayor Moore** to extend [the meeting] until 12:45 [a.m.] **Seconded by Council Member Ristow.**

**VOTE: Motion passed unanimously.**

#### **OTHER BUSINESS**

8. Adopt a Resolution Defining Timed Parking in Downtown Parking Lots and Streets and Authorize Town Staff to Continue Contracting for Ongoing Parking Management Support Services. **RESOLUTION 2025-007**

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

Mayor Hudes opened public comment.

No one spoke.

Mayor Hudes closed public comment.

Council asked questions and discussed the item.

**MOTION: Motion by Council Member Ristow** to contract ongoing parking management support services and adopt a resolution of the Town Council of the Town of Los Gatos establishing parking regulations including time limits, date and time of enforcement, and parking permits exemptions for public parking areas downtown and in the olive zone, as presented in the Desk Item with the updated map. **Seconded by Vice Mayor Moore.**

**VOTE: Motion passed unanimously.**

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

DATE: March 4, 2025

9. Approve the 2025 Work Plan Recommended by the Diversity, Equity, and Inclusion (DEI) Commission.

Katy Nomura, Assistant Town Manager, presented the staff report.

Mayor Hudes opened public comment.

Gordon Yamate, Diversity, Equity, and Inclusion Commission Chair

- Commented that he is available to answer any questions for this item.

Mayor Hudes closed public comment.

Council discussed the item.

**MOTION: Motion by Council Member Badame to extend [the meeting] until 1:00 [a.m.]  
Seconded by Vice Mayor Moore.**

**VOTE: Motion passed unanimously.**

**MOTION: Motion by Council Member Ristow to approve the DEI Commission's workplan for 2025. Seconded by Vice Mayor Moore.**

**VOTE: Motion passed 4-0. Mayor Hudes abstained.**

## **COUNCIL/TOWN MANAGER REPORTS**

### **Council Matters**

- Council Member Badame stated she participated in a Council Policy Committee meeting and met with the 45 Reservoir Road appellant.
- Council Member Ristow stated she joined volunteers to help improve the Flume Trail; attended Congressman Sam Licardo's Ceremonial Swearing-In event; attended the Council Policy Committee meeting as an attendee; participated in the Silicon Valley Clean Energy Authority (SVCEA) Finance and Administrative Committee meeting; and met with constituents on a variety of topics.
- Vice Mayor Moore stated he attended Congressman Sam Licardo's Ceremonial Swearing-In event; Assemblymember Alex Li's Lunar New Year Celebration; met with residents on various topics; and stated that he started a new job leading health care policies for new County Supervisor Margaret Abe-Koga.
- Council Member Rennie stated he participated in the Flume Trail building; attended a Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee meeting; and met with Supervisor Margaret Abe-Koga.
- Mayor Hudes stated he participated in a Council Policy Committee meeting, West Valley Mayors and Managers meeting, a Community Health and Senior Services Commission meeting, and a Sourcewise Advisory Council meeting.

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

DATE: March 4, 2025

**Town Manager Matters**

- Stated the Mayor and Town Manager discussed fire and disaster response with local cities.

**Closed Session Report**

Gabrielle Whelan, Town Attorney, stated the Town Council met in closed session to discuss initiation of litigation and real property negotiations. With regard to the real property negotiations, there is no reportable action. With regard to the potential initiation of litigation, the Council unanimously authorized the initiation of litigation, and the defendants can be disclosed once the complaint has been filed, unless it would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or conclude existing settlement negotiations.

**ADJOURNMENT**

The meeting adjourned at 12:48 a.m.

Respectfully Submitted:

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Jenna De Long, Deputy Town Clerk





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 4.

ITEM NO: 4

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DATE: March 11, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Receive the Monthly Financial and Investment Report for January 2025

**RECOMMENDATION:**

Receive the monthly Financial and Investment Report for January 2025.

**BACKGROUND:**

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

The January 2025 Monthly Financial and Investment Report was received by the Finance Commission at its March 10, 2025, regular meeting.

**DISCUSSION:**

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

As operations fluctuate month to month, there are differences between balances in one month to balances in another. Such differences may be significant due to the type of activity in those months and the timing of any estimates used in the presentation based on the information available. This is demonstrated by the attached January 31, 2025, fund balance report.

**PREPARED BY:** Eric Lemon  
Finance and Accounting Manager

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

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SUBJECT: Monthly Financial and Investment Report for January 2025

DATE: March 11, 2025

In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.

The January 31, 2025, estimated fund balances differ from the December 31, 2024, estimated fund balances due to the normal day-to-day activity where revenue and expenditure activity in one month have a larger shift in one month from the other.

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

As illustrated in the summary below, Total Cash is adjusted by adding Total Assets less the amount of Total Liabilities to arrive at the Ending Fund Balance – which represents the actual amount of funds available.

<b>Reconciling Cash to Fund Balance - January 31, 2025</b>		
Total Cash	\$	71,009,516
Plus: Assets	\$	14,112,067
Less: Liabilities	\$	(26,868,347)
<b>Estimated Fund Balance</b>	<b>\$</b>	<b>58,253,236</b>

As of January 31, 2025, the Town's financial position (Cash Plus Other Assets \$85.12M, Liabilities \$26.87M, and Fund Equity \$58.25M) remains strong and the Town has sufficient funds to meet the cash demands for the next six months.

As of January 31, 2025, the Town's weighted portfolio yield for investments under management was 4.44% which was 7 basis points above the Local Agency Investment Fund (LAIF) yield of 4.37% for the same reporting period. As of December 31, 2024, the LAIF portfolio's weighted average maturity (WAM) is 252 days versus the Town's longer WAM of 651 days on January 31, 2025. The Town assets under management reflect the Town's selection of the 1-3 year benchmark investment strategy through the Town's investment advisor to lock in higher yields at the top of the interest rate cycle. The longer maturities are balanced with shorter-term yields available on investments held with the State's LAIF. The Town's weighted average rate of return on investments under management of 4.44% at the close of January was flat when compared to the December 31, 2024, investment report.

Since January 2024, LAIF yields climbed from 401 basis points (4.01%) to 437 basis points (4.37%) through the end of January 2025. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

PAGE 3 OF 3

SUBJECT: Monthly Financial and Investment Report for January 2025

DATE: March 11, 2025

After the rate change back in July of 2023, the Federal Open Market Committee (FOMC) did not change rates again until their September 18, 2024, meeting when they approved a 1/2 percentage basis point decrease from 5.5% to 5.0%. Furthermore, on November 7, 2024, the Federal Reserve voted to approve an additional 1/4 basis point decrease from 5.0% to 4.75%. The most recent change was at their December 2024 meeting when the Federal Reserve voted to approve another 1/4 basis point decrease from 4.75% to 4.50%. These changes support the Federal Open Market Committee's goal to support maximum employment and bring year-to-year inflation to its targeted level of 2%.

The labor market remained solid, with payrolls growth stronger than expected at 256,000. The unemployment rate ticked down from 4.2% to 4.1%, while the participation rate remained stable. The November Job Openings and Labor Turnover Survey showed the job openings rate rising to 4.8%, with the layoff rate remaining low at 1.1%. The ratio of job openings to unemployed remained at approximately 1.1, in line with pre-pandemic levels.

The Town's investments are in compliance with the Town's Investment Policy dated February 21, 2023, and are also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

CONCLUSION:

Receive the Monthly Financial and Investment Report for January 2025.

Attachments:

1. Financial and Investment Report (January 2025)

**Town of Los Gatos  
Summary Investment Information  
January 31, 2025**

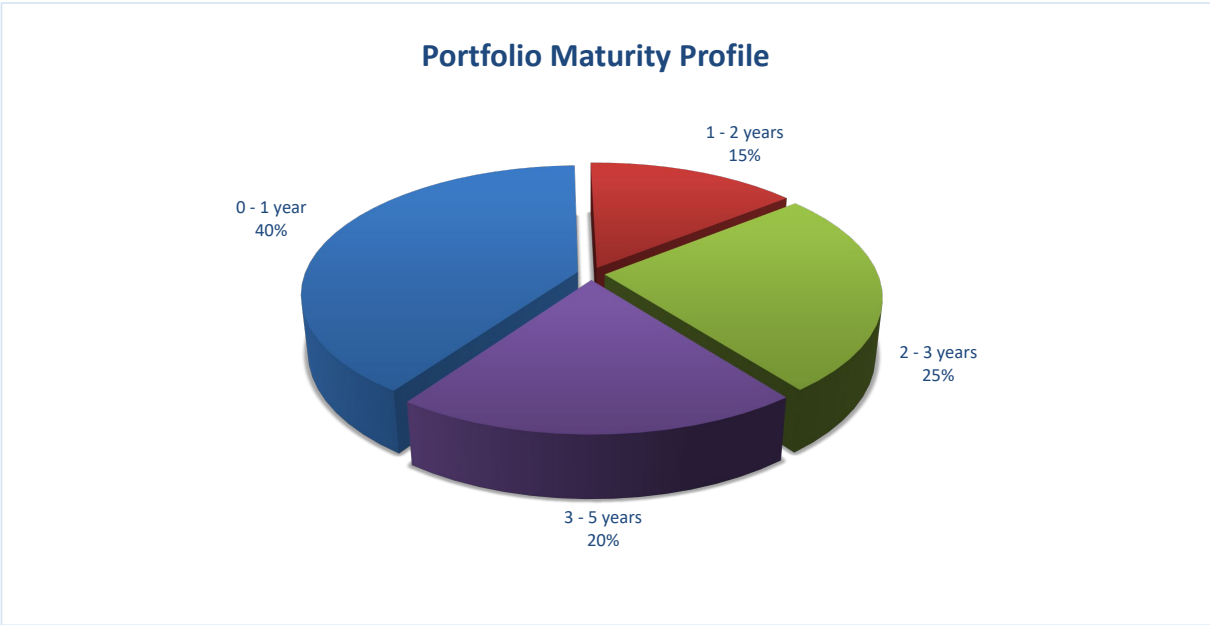
**Weighted Average YTM Portfolio Yield on Investments under Management** **4.44%**

**Weighted Average Maturity (days)** **651**

	This Month	Last Month	One year ago
<b>Portfolio Allocation &amp; Treasurer's Cash Balances</b>	\$71,009,516	\$66,720,922	\$72,393,065
Managed Investments	\$50,710,061		
Local Agency Investment Fund	\$12,012,090		
Reconciled Demand Deposit Balances	\$8,287,365		
Portfolio Allocation & Treasurer's Cash Balances	\$71,009,516		

**Benchmarks/ References:**

Town's Average Yield	4.44%	4.44%	4.23%
LAIF Yield for month	4.37%	4.43%	4.01%
3 mo. Treasury	4.28%	4.31%	5.38%
6 mo. Treasury	4.30%	4.27%	5.20%
2 yr. Treasury	4.20%	4.24%	4.21%
5 yr. Treasury	4.33%	4.38%	3.84%
10 Yr. Treasury	4.54%	4.57%	3.91%

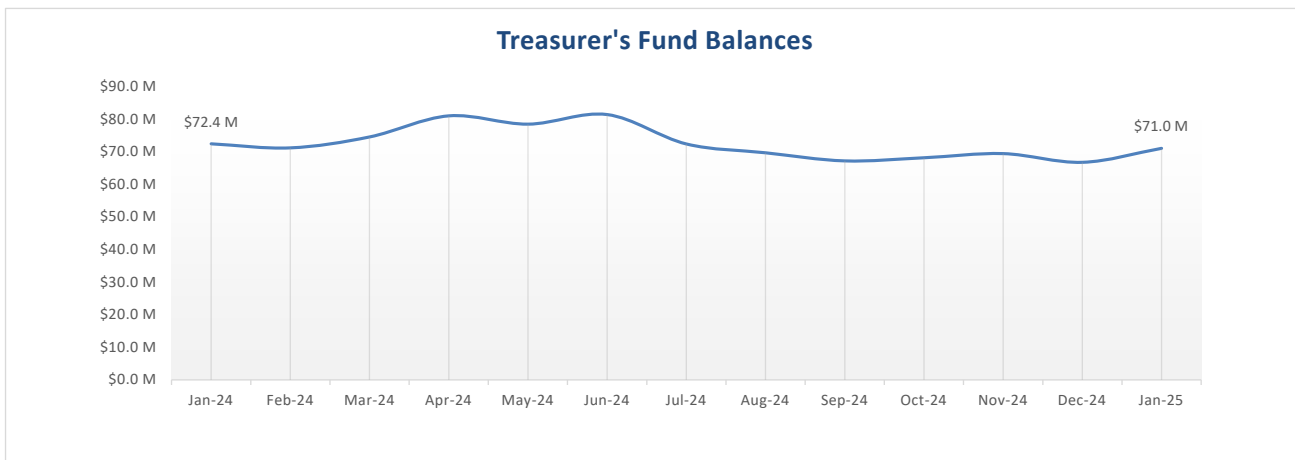
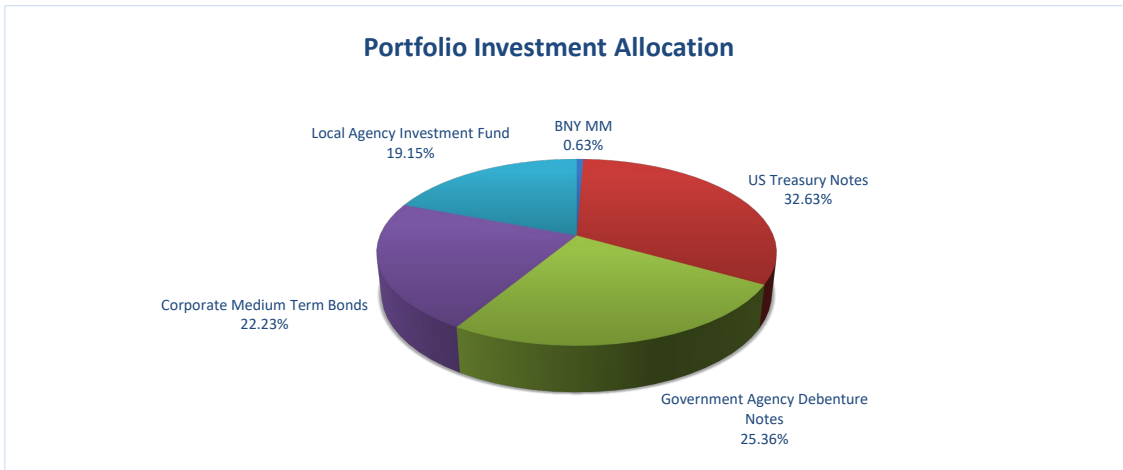


**Compliance:** The Town's investments are in compliance with the Town's investment policy dated February 21, 2023, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

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

	<u>Month</u>	<u>YTD</u>
Cash & Investment Balances - Beginning of Month/Period	\$ 66,720,921.77	\$ 81,368,409.88
Receipts	9,305,112.07	41,929,808.18
Disbursements	<u>(5,016,517.64)</u>	<u>(52,288,701.86)</u>
Cash & Investment Balances - End of Month/Period	<u>\$71,009,516.20</u>	<u>\$71,009,516.20</u>

<b>Portfolio Allocation</b>	<b>Amount</b>	<b>% of Portfolio</b>	<b>Max. % or \$ Allowed per State Law or Policy</b>
BNY MM	\$396,550.74	0.63%	20% of Town Portfolio
US Treasury Notes	\$20,469,190.11	32.63%	No Max. on US Treasuries
Government Agency Debenture Notes	\$15,904,019.60	25.36%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$13,940,300.50	22.23%	30% of Town Portfolio
Local Agency Investment Fund	\$12,012,090.08	19.15%	\$75 M per State Law
Subtotal - Investments	<u>62,722,151.03</u>	100.00%	
Reconciled Demand Deposit Balances	<u>8,287,365.17</u>		
<b>Total Portfolio Allocation &amp; Treasurer's Cash Balances</b>	<u><u>\$71,009,516.20</u></u>		



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

	Beginning Balance	January 2025 Deposits Realized Gain/Adj.	January 2025 Interest/ Earnings	January 2025 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	\$ 699,575.91	\$ -	\$ 2,392.18	\$ -	\$ 701,968.09	Note 1
Cert. of Participation 2010 Ser Lease Payment Fund	980.51	92,781.99	3.69	-	93,766.19	Note 2
Cert. of Participation 2002 Ser A Lease Payment Fund	17,579.84	81,295.16	60.12	-	98,935.12	Note 1
Cert. of Participation 2010 Ser Reserve Fund	1,423,827.91	-	5,317.13	-	1,429,145.04	Note 2
Total Restricted Funds:	<u>\$ 2,141,964.17</u>	<u>\$ 174,077.15</u>	<u>\$ 7,773.12</u>	<u>\$ -</u>	<u>\$ 2,323,814.44</u>	
CEPPT IRS Section 115 Trust	2,253,077.65	-	28,337.18	-	\$ 2,281,414.83	Note 3
Grand Total COP's and CEPPT Trust	<u>\$ 4,395,041.82</u>	<u>\$ 174,077.15</u>	<u>\$ 36,110.30</u>	<u>\$ -</u>	<u>\$ 4,605,229.27</u>	

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

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

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

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

**Town of Los Gatos**  
**Statement of Interest Earned**  
**January 31, 2025**

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July 2024	\$	247,221.75
August 2024	\$	212,684.25
September 2024	\$	265,151.31
October 2024	\$	234,237.63
November 2024	\$	227,312.31
December 2024	\$	239,396.54
January 2025	\$	234,030.33
February 2025	\$	-
March 2025	\$	-
April 2025	\$	-
May 2025	\$	-
June 2025	\$	-
	\$	<u>1,660,034.12</u>





Town of Los Gatos  
Investment Transaction Detail  
January 31, 2025

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
1/3/2025	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	1/3/2025	1/3/2025	675.11	0.000%		100.00	-	-	675.11
1/6/2025	3133EN5N6	FEDERAL FARM CREDIT BANK 4% 06JAN2028	BOND INTEREST	1/6/2025	1/6/2025	1,700,000.00	4.000%	1/6/2028	-	-	34,000.00	34,000.00
1/9/2025	02665WEY3	AMERICAN HONDA FINANCE 4.95% 09JAN2026	BOND INTEREST	1/9/2025	1/9/2025	1,000,000.00	4.950%	1/9/2026	-	-	24,750.00	24,750.00
1/13/2025	3133EN5V8	FEDERAL FARM CREDIT BANK 4.125% 11JAN2027	BOND INTEREST	1/11/2025	1/11/2025	236,000.00	4.125%	1/11/2027	-	-	4,867.50	4,867.50
1/13/2025	02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	BOND INTEREST	1/12/2025	1/13/2025	600,000.00	4.700%	1/12/2028	-	-	14,100.00	14,100.00
1/17/2025	3133EPQC2	FEDERAL FARM CREDIT BANK 4.625% 17JUL2026	BOND INTEREST	1/17/2025	1/17/2025	500,000.00	4.625%	7/17/2026	-	-	11,562.50	11,562.50
1/22/2025	69353RFJ2	PNC BANK NA 3.25% 22JAN2028 (CALLABLE 23DEC27)	BOND INTEREST	1/22/2025	1/22/2025	1,000,000.00	3.250%	1/22/2028	-	-	16,250.00	16,250.00
1/22/2025	91159HJF8	US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	BOND INTEREST	1/22/2025	1/22/2025	1,000,000.00	4.548%	7/22/2028	-	-	22,740.00	22,740.00
1/27/2025	46647PDG8	JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL27)	BOND INTEREST	1/25/2025	1/25/2025	1,400,000.00	4.851%	7/25/2028	-	-	33,957.00	33,957.00
1/31/2025	91282CFB2	USA TREASURY 2.75% 31JUL2027	BOND INTEREST	1/31/2025	1/31/2025	1,000,000.00	2.750%	7/31/2027	-	-	13,750.00	13,750.00
1/31/2025	91282CAB7	USA TREASURY 0.25% 31JUL2025	BOND INTEREST	1/31/2025	1/31/2025	675,000.00	0.250%	7/31/2025	-	-	843.75	843.75

## Town of Los Gatos

## Insight ESG Ratings as of January 31, 2025

Security Description	Maturity Date	Par/Shares	S&P Rating	Moody Rating	Insight ESG Rating	Environment	Social	Governance
AMERICAN HONDA FINANCE 4.95% 09JAN2026	1/9/2026	\$ 1,000,000	A-	A3	3	3	3	3
PEPSICO INC 2.85% 24FEB2026 (CALLABLE 24NOV25)	2/24/2026	\$ 1,000,000	A+	A1	2	2	3	3
HOME DEPOT INC. 3% 01APR2026 (CALLABLE 01JAN2026)	46113	\$ 1,000,000	A	A2	3	3	3	3
JPMORGAN CHASE & CO 3.2 15JUN2026 (CALLABLE 15MAR26)	46188	\$ 500,000	A	A1	3	2	3	4
APPLE INC. 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	\$ 1,300,000	AA+	Aaa	5	1	4	5
TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	\$ 1,600,000	A+	A1	3	2	3	4
AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	\$ 600,000	A-	A3	3	3	3	3
PNC BANK NA 3.25% 22JAN2028 (CALLABLE 01 FEB28)	1/22/2028	\$ 1,000,000	A	A2	3	2	3	3
COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	\$ 500,000	A+	Aa3	3	2	3	3
US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	\$ 1,000,000	A	A3	4	3	4	4
JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL28)	7/25/2028	\$ 1,400,000	A	A1	3	2	3	4
CISCO INC. 4.85% 26FEB2029 (CALLABLE 26JAN2029)	2/26/2029	\$ 1,000,000	AA-	A1	3	1	4	3
HOME DEPOT INC. 4.9% 15APR2029 (CALLABLE 15MAR2029)	47223	\$ 1,000,000	A	A2	3	3	3	3
CITIBANK 4.838% 06AUG2029 (CALLABLE 06JUL2029)	8/6/2029	\$ 1,250,000	A+	Aa3	3	1	3	3
<b>Total/Average</b>		<b>\$ 14,150,000</b>			<b>3.1</b>	<b>2.1</b>	<b>3.2</b>	<b>3.4</b>

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

## Fund Schedule

ITEM NO. 4.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - December	January 2025				Estimated Fund Balance 1/31/2025*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	<b>GENERAL FUND</b>							
	<b>Non-Spendable:</b>							
	Loans Receivable	159,000	-	-	-	-	-	159,000
	<b>Restricted Fund Balances:</b>							
	Pension	2,188,659	-	-	-	-	-	2,188,659
	Land Held for Resale	344,338	-	-	-	-	-	344,338
	<b>Committed Fund Balances:</b>							
	Budget Stabilization	6,736,781	-	-	-	-	-	6,736,781
	Catastrophic	6,736,781	-	-	-	-	-	6,736,781
	Pension/OPEB	300,000	-	-	-	-	-	300,000
	Measure G District Sales Tax	590,581	-	-	-	-	-	590,581
	<b>Assigned Fund Balances:</b>							
	Open Space	410,000	-	-	-	-	-	410,000
	Sustainability	140,553	-	-	-	-	-	140,553
	Capital/Special Projects	8,651,059	-	-	-	-	-	8,651,059
	Carryover Encumbrances	85,861	-	-	-	-	-	85,861
	Compensated Absences	1,555,478	-	-	-	-	-	1,555,478
	ERAF Risk Reserve	1,430,054	-	-	-	-	-	1,430,054
	Market Fluctuations	1,712,246	-	-	-	-	-	1,712,246
	Council Priorities - Economic Recovery	20,684	-	-	-	-	-	20,684
	<b>Unassigned Fund Balances:</b>							
111	Other Unassigned Fund Balance Reserve (Pre YE distribution)	-	(5,008,780)	8,372,683	(3,622,899)	-	-	(258,996)
	<b>General Fund Total</b>	31,062,075	(5,008,780)	8,372,683	(3,622,899)	-	-	30,803,079

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

## Fund Schedule

ITEM NO. 4.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2024*	Increase/ (Decrease) July - December	January 2025				Estimated Fund Balance 1/31/2025*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
<b>SPECIAL REVENUE</b>								
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	754,134	(69,272)	13,641	(26,640)	-	-	671,863
231-236	Landscape & Lighting Districts	182,625	(11,793)	20,835	(4,362)	-	-	187,305
251	Los Gatos Theatre	171,035	121,990	14,975	(11,554)	-	-	296,446
711-716	Library Trusts	556,849	40,297	50	(1,636)	-	-	595,560
<b>Special Revenue Total</b>		1,831,296	81,222	49,501	(44,192)	-	-	1,917,827
<b>CAPITAL PROJECTS</b>								
411	GFAR - General Fund Appropriated Reserve	20,253,300	(1,953,681)	244,728	(265,597)	-	-	18,278,750
412	Community Center Development	866,281	-	-	-	-	-	866,281
421	Grant Funded Projects	(2,563,503)	672,589	15,428	(857,425)	-	-	(2,732,911)
461-463	Storm Basin Projects	3,531,248	(24,642)	-	(89,976)	-	-	3,416,630
471	Traffic Mitigation Projects	509,491	-	530	(530)	-	-	509,491
472	Utility Undergrounding Projects	3,584,251	8,667	-	-	-	-	3,592,918
481	Gas Tax Projects	1,928,167	(885,070)	165,293	-	-	-	1,208,390
<b>Capital Projects Total</b>		28,109,235	(2,182,137)	425,979	(1,213,528)	-	-	25,139,549
<b>INTERNAL SERVICE FUNDS</b>								
611	Town General Liability	177,876	(695,333)	-	-	-	-	(517,457)
612	Workers Compensation	586,246	(132,071)	124,034	(53,101)	-	-	525,108
621	Information Technology	2,523,347	(167,166)	4,204	(80,151)	-	-	2,280,234
631	Vehicle & Equipment Replacement	3,286,552	189,450	39,453	(66,174)	-	-	3,449,281
633	Facility Maintenance	960,526	144,085	24,836	(133,267)	-	-	996,180
<b>Internal Service Funds Total</b>		7,534,547	(661,035)	192,527	(332,693)	-	-	6,733,346
<b>Trust/Agency</b>								
942	RDA Successor Agency	(4,632,040)	(1,715,878)	200,097	(192,744)	-	-	(6,340,565)
<b>Trust/Agency Fund Total</b>		(4,632,040)	(1,715,878)	200,097	(192,744)	-	-	(6,340,565)
<b>Total Town</b>		<b>63,905,113</b>	<b>(9,486,608)</b>	<b>9,240,787</b>	<b>(5,406,056)</b>	-	-	<b>58,253,236</b>

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

**Deposit Accounts of Interest:**

- 111-23541 General Plan Update deposit account balance \$458,167.35
- 111-23521 BMP Housing deposit account balance \$4,039,055.78



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 5.

ITEM NO: 5

---

**DATE:** March 13, 2025  
**TO:** Mayor and Town Council  
**FROM:** Chris Constantin, Town Manager  
**SUBJECT:** Authorize the Town Manager to execute a Five-Year Agreement for Services with Professional Powerwashing and Property Maintenance, Inc. (PPWPM, INC) for Downtown Power Washing for a Total Agreement Amount Not to Exceed \$249,924.

**RECOMMENDATION:**

Authorize the Town Manager to execute a five-year Agreement for Services (Attachment 1) with PPWPM, INC for downtown power washing for a total agreement amount not to exceed \$249,924.

**BACKGROUND:**

For several years, the Town of Los Gatos has utilized contract services to provide high-pressure power washing of the downtown and Main Street sidewalks, the front patio area of the Town Library, and lower-level concrete surfaces of Parking Lot #4. The sidewalks and patio area require monthly service to enhance the cleanliness of the downtown destinations, while the parking garage requires quarterly service to keep the walls and ceilings free of exhaust soot, spiderwebs, and stains. The current agreement ended on December 31, 2024.

**DISCUSSION:**

Staff initiated a Request for Proposals (RFP) in October 2024 for power washing of sidewalks on North Santa Cruz Avenue between Main Street and Highway 9, University Avenue between Elm Street and Main Street, Main Street between North Santa Cruz Avenue and Los Gatos High School, the library front patio, and the lower level of Parking Lot #4. The RFP erroneously did not include a requirement that the contractor pay the prevailing wage.

**PREPARED BY:** Jim Harbin  
Superintendent

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

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PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute a Five-Year Agreement for Services with PPWPM, Inc.

DATE: March 13, 2024

In January, staff rebid the service and included prevailing wage requirements. Several companies responded resulting in four qualified proposals received on February 14, 2025. Proposals were rated by weighted categories of qualifications, job history, management, references, and cost. PPWPM, Inc. submitted the lowest responsible proposal at \$58,805.56 annually. PPWPM, Inc. has a proven record of high-quality service with the cities of Sunnyvale and Livermore performing similar scopes of work. This agreement structure ensures continuity of service while maximizing savings over multiple years. Additionally, the contract includes cancellation provisions should the need arise during the contract term.

The current value of the five-year term (excluding potential future consumer price index adjustments) is \$249,923.62 and the yearly breakdown of cost under the new contract will be:

<b>Annual Breakdown:</b>	<b>Dates:</b>	<b>Amount:</b>
Year 1 (FY2024/25)	4/1/25 through 6/30/25	\$14,701.38
Year 2 (FY2025/26)	7/1/25 through 6/30/26	\$58,805.56
Year 3 (FY2026/27)	7/1/26 through 6/30/27	\$58,805.56
Year 4 (FY2027/28)	7/1/27 through 6/30/28	\$58,805.56
Year 5 (FY2028/29)	7/1/28 through 6/30/29	\$58,805.56

Future year contract amounts will be adjusted based on the Consumer Price Index with amendments to the agreement cost brought forward when needed. Staff is seeking a five-year agreement recognizing that future years will be subject to operating budget appropriations.

CONCLUSION:

Authorize the Town Manager to execute a five-year Agreement for Services with PPWPM, Inc. for downtown power washing for a total agreement amount not to exceed \$249,923.62.

FISCAL IMPACT:

The Adopted Fiscal Year (FY) 2024/25 Parks and Public Works General Fund Operating Budget (111-5401-63365) includes sufficient funds to cover the contract in the amount of \$14,701.38 for FY 2024/25. Future Proposed operating budgets will include requests for funding for the contract per the amounts listed above.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Agreement for Services with Exhibit A – PPWPM, Inc. Proposal

## AGREEMENT FOR SERVICES

### PREAMBLE

THIS AGREEMENT is dated for identification on March 18, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Professional Powerwashing & Property Maintenance, Inc. (PPWPM, Inc.) (“Service Provider”), identified as an S Corporation and whose address is 12907 Alcosta Blvd Unit F , San Ramon, CA 94583. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide Downtown Sidewalk Power Washing.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

### II. AGREEMENTS

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on February 12, 2025, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin April 1, 2025 through June 30, 2029, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town’s property and shall be delivered to the Town upon the completion of services or at the Town’s written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation: Compensation for year one (FY 2025/26) shall not exceed \$14,701.38. Compensation for future years will be the base cost of \$58,805.56 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task.

Year 1 - \$14,701.38

Year 2 - \$58,805.56

Year 3 - \$58,805.56

Year 4 - \$58,805.56

Year 5 - \$58,805.56

For a total agreement amount **not to exceed \$249,923.62**, inclusive of all costs. Payment shall be based upon Town approval of each task.

\*Total compensation does not include CPI adjustments for Years 2-5.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.



Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95031-0655  
Email (preferred): [AP@losgatosca.gov](mailto:AP@losgatosca.gov)

2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this

Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### III. INSURANCE AND INDEMNIFICATION

#### 3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

#### General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

#### IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the

Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

- a. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- b. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- c. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- d. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request

for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

- e. In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- f. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- g. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- h. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney’s fee relating to such fine.
- i. The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code

Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

Professional Powerwashing & Property Maintenance, Inc. (PPWPM, Inc.)  
12907 Alcosta Blvd Unit F  
San Ramon, CA 94583

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

4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

Professional Powerwashing & Property Maintenance, Inc.  
(PPWPM, Inc.) by:

\_\_\_\_\_  
Chris Constantin, Town Manager

\_\_\_\_\_  
Brandon Cody, CEO

Recommended by:

\_\_\_\_\_  
Nicolle Burnham,  
Director of Parks and Public Works

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

Attest:

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk



**Town of Los Gatos**  
Department of Parks & Public Works

**Professional Powerwashing & Property Maintenance, Inc. (PPWPM, INC)**

12907 Alcosta Blvd unit f, San Ramon, CA 94583

Mr. Brandon Cody (CEO of PPWPM, INC.)

Active Company Emails: [brandon@ppwpm.com](mailto:brandon@ppwpm.com) [franadmin@ppwpm.com](mailto:franadmin@ppwpm.com)

Phone: +1 (510) 691-5797 / Office: (925) 633-4342

Contractor's License Detail for License (CSLB) # 1022456

Classifications:

C-61/D38 - Sand And Water Blasting

C-61/D06 - Concrete Related Services

DIR # PW-LR-1000534006

DUNS 048463313

SAM UEI: DL25E6FG77N8

To:

**Jim Harbin**

Parks & Public Works Superintendent

41 Miles Avenue, Los Gatos, CA 95030

e-mail: [jharbin@losgatosca.gov](mailto:jharbin@losgatosca.gov)

phone: 408-399-5775

**Subject: Proposal Submission for Re-Bid: Downtown Sidewalk Power Washing**

Dear **Mr. Jim Harbin**,

Professional Powerwashing & Property Maintenance, Inc. (PPWPM, INC) is pleased to submit our proposal in response to the Request for Proposal (RFP) for the Re-Bid: Downtown Sidewalk Power Washing project. With over 10 years of experience in the power washing industry, serving residential, commercial, federal and city contracts, and large-scale projects, we are confident in our ability to meet and exceed the expectations outlined by the Town of Los Gatos.

PPWPM, INC understands the Town's need for professional, high-quality power washing services that ensure cleanliness while maintaining environmental compliance. We are fully prepared to execute the scope of work outlined in the RFP, including sidewalk washing, water containment measures, environmental safety practices, and adherence to the specified cleaning schedule. Our extensive experience in similar municipal contracts ensures that we can deliver the services efficiently, meeting all safety and quality standards required by the Town.

In reviewing the Town's proposed agreement, we find that we are in general agreement with the contract terms. However, we would like to discuss potential modifications related to scheduling flexibility in case of weather-related delays or unforeseen circumstances that may impact service completion. Additionally, we would appreciate a discussion on the invoicing schedule to ensure alignment with our standard business practices.



We look forward to the opportunity to collaborate with the Town of Los Gatos and contribute to maintaining a clean and safe environment for the community. Please find our full proposal enclosed, including our scope of services, team qualifications, and relevant experience.

Thank you for your time and consideration. We are available for any further discussions or clarifications. Please feel free to contact us at your convenience.

Sincerely,



**Brandon Cody**  
CEO  
PPWPM, INC.



## Scope of Services / Work Plan

PPWPM, INC will perform power washing services for downtown sidewalks, library front patio, and the underground parking garage as per the specifications outlined in the RFP. Our work plan includes:

- **Pre-Cleaning Preparation:** Conducting a site walkthrough to identify storm drains and implementing protective measures to prevent wastewater runoff.
- **Sidewalk Power Washing:** Utilizing high-pressure (minimum 3500 PSI) washers to remove dirt, gum, debris, and stains, ensuring compliance with EPA-approved cleaning methods.
- **Water Containment & Environmental Compliance:** Deploying sandbag berms and directing wastewater to approved disposal sites to ensure storm drain protection.
- **Surface Treatment & Protection:** Applying non-toxic and biodegradable degreasers as needed while ensuring overspray does not affect adjacent properties.
- **Schedule Adherence & Coordination:** Providing monthly cleaning services as specified, with flexibility for adjustments based on town events or construction activities.
- **Advance Scheduling Notification:** Providing the Town with a detailed cleaning schedule in advance to allow for proper coordination and notification.
- **Photo Documentation for Quality Assurance:** Sending before, during, and after photos as proof of job completion, ensuring transparency and verification of services rendered.



## Firm Qualifications, Expertise, and Experience

PPWPM, INC. has been a trusted leader in the power washing industry for over 10 years, serving diverse sectors, including government contracts, commercial properties, large residential complexes, HOA communities, and industrial sites. Our extensive experience equips us with the expertise to handle large-scale projects efficiently and effectively.

Fully licensed through the Contractors State License Board (CSLB# 1022456) and fully insured, we prioritize safety, quality, and customer satisfaction. We have successfully executed similar contracts, including projects for high-profile organizations like **Kaiser Permanente Hospital in San Francisco (\$110,000 exterior building wash)** and **Bayer Pharmaceutical (\$300,000 exterior building and window washing)**, as well as **multi-year city contracts** such as with the **Cities of Livermore** and **Sunnyvale** power washing maintenance.

We are committed to exceeding expectations and ensuring the maintenance of clean, safe, and welcoming public spaces. We look forward to the opportunity to contribute to Los Gatos, CA's mission and demonstrate our capabilities.



## **Team Qualifications, Expertise, and Experience**

(Identification of the project team, including the main project contact.)

Our dedicated team consists of experienced professionals who are adept at managing and executing projects of this scale. We pride ourselves on effective team coordination, ensuring that every task is handled with precision and in strict adherence to environmental compliance, safety protocols, and industry standards. Our leadership team provides clear direction and fosters a collaborative approach to ensure the success of every project.

In addition, our field technicians are highly trained in advanced power washing techniques, enabling them to handle complex tasks with precision. They are skilled in using state-of-the-art equipment and environmentally friendly cleaning solutions to achieve exceptional results. Each technician undergoes continuous training to stay updated with industry advancements and best practices.

We are committed to delivering top-quality results while minimizing environmental impact and maintaining the highest levels of safety.

Key personnel include:

- **CEO, Brandon Cody Sr. – Main Project Contact:** Oversees project execution, ensures contractual compliance, and acts as the primary liaison between PPWPM, INC. and the Town of Los Gatos.
- **Head of Operations, Felix Aguilar – Project Supervisor:** Oversees all operational aspects, supervises on-site activities, and ensures the timely completion of work.
- **Operations Manager, Raymond Hirtle – Job Site Coordinator:** Manages job site logistics, supervises trained field technicians, and ensures adherence to safety and environmental protocols.
- **Sales & Marketing Manager, Brandon Cody Sr. – Client Relations & Communications:** Manages client communication, ensures project visibility, and supports field technicians to maintain service excellence.
- **In-house Field Technicians:** Highly trained professionals specializing in advanced power washing techniques and environmental compliance. They are responsible for executing on-site tasks with precision, ensuring the highest standards of quality, safety, and efficiency in every project.

# BRANDON CODY SR.

Chief Executive Officer  
(CEO)

☎ (510) 691-5797

✉ brandon@ppwpm.com




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## CAREER OVERVIEW

Accomplished CEO with 10 years of experience in driving organizational growth and strategic vision across diverse industries. Proven expertise in leading high-performing teams, enhancing operational efficiency, and maximizing profitability. Skilled in building strong client relationships and fostering a culture of innovation and accountability. Committed to delivering sustainable results while aligning business objectives with stakeholder interests.

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### SKILLS

- Strategic Vision: Developing long-term growth strategies.
- Leadership: Motivating teams for high performance.
- Financial Acumen: Managing budgets and maximizing profitability.
- Stakeholder Engagement: Building relationships with clients and investors.
- Change Management: Navigating organizational change effectively.

### EXPERIENCE

#### CEO

Professional Powerwashing Maintenance (PPWPM, INC.) | 2014 - present

- Established strategic partnerships with local businesses and property management companies, significantly increasing referral rates and client acquisition.
  - Directed organizational transformation, streamlining operations.
  - Grew annual revenue by 300% by expanding service offerings and targeting commercial contracts in high-demand areas.
-

## EXPERIENCE

### CEO

#### Brand•On Marketing | 2022 - present

- Founded and grew the company to achieve a 100% annual revenue increase by developing innovative digital marketing solutions tailored to client needs.
- Cultivated a diverse client portfolio, successfully managing over numbers of accounts, resulting in a 100% increase in client retention and satisfaction.

### CO-OWNER

#### Superior Epoxy Coatings | 2022 - present

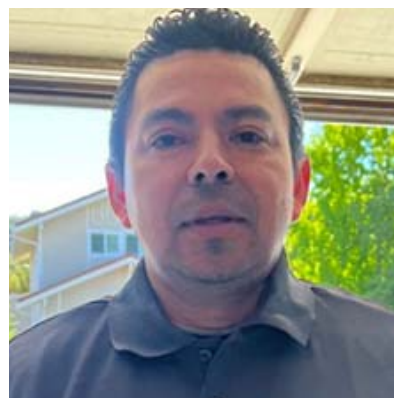
- Implemented operational efficiencies that reduced costs while maintaining high standards of quality and safety in epoxy application.
- Developed and nurtured relationships with contractors and suppliers, expanding the client base and increasing project referrals.

# FELIX AGUILAR

## Head of Operations

📞 (510) 992-0122

✉️ felix@ppwpm.com



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## CAREER OVERVIEW

Results-oriented Head of Operations with extensive experience in managing large-scale residential and commercial projects. Expertise in streamlining operational processes, ensuring efficient project execution, and optimizing resource management. Proven track record of leading teams, implementing innovative strategies, and driving continuous improvements to meet organizational goals while enhancing client satisfaction.

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## SKILLS

- **Operational Efficiency:** Skilled in optimizing workflows and processes to improve productivity and reduce costs across multiple projects.
- **Team Leadership & Development:** Strong leadership in managing diverse teams, fostering collaboration, and driving performance to meet organizational objectives.
- **Strategic Planning & Execution:** Expertise in planning, coordinating, and executing large-scale projects, ensuring timely and successful delivery while meeting client expectations.

## EXPERIENCE

### COO

Professional Powerwashing Maintenance (PPWPM, INC.) | 2020 - present

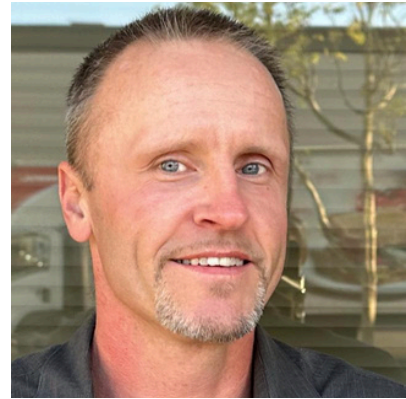
- Supervised all operational aspects of residential and commercial projects, ensuring timely completion while maintaining high standards of quality and safety.
- Coordinated on-site activities, leading teams to execute project plans efficiently, and resolved operational challenges to minimize delays and meet client expectations.

# RAYMOND HIRTLE

## Operations Manager

📞 (510) 585-1750

✉️ raymond@ppwpm.com




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## CAREER OVERVIEW

Results-driven Operations Manager with extensive experience overseeing residential and commercial project operations. Proven expertise in optimizing operational efficiency, strategic planning, and seamless project execution. Skilled in leading cross-functional teams, implementing innovative processes, and driving client satisfaction to consistently meet and exceed organizational goals.

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## EDUCATION

Contra Costa College

## SKILLS

- **Operational Leadership:**  
Directing project teams for optimal efficiency.
- **Strategic Planning:** Developing and implementing long-term strategies.
- **Project Management:**  
Overseeing project lifecycles within timelines and budgets.
- **Cross-Functional Collaboration:**  
Facilitating communication among diverse teams.
- **Client Relationship Management:**  
Building and maintaining strong client relationships.

## EXPERIENCE

### Operations Manager

Professional Powerwashing Maintenance (PPWPM, INC.) | 2020 - present

- Managed residential and commercial project operations, overseeing budgeting, scheduling, and resource allocation to ensure successful project delivery.
- Implemented process improvements that increased operational efficiency by 200%.

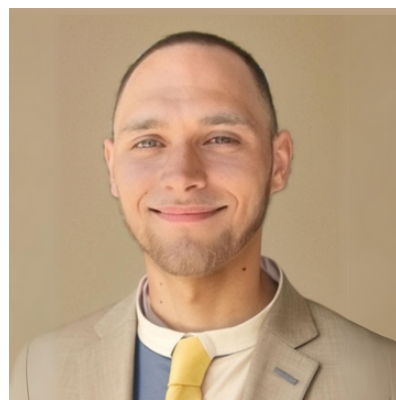


# BRANDON CODY JR.

## Director of Sales

☎ (925) 633-4342

✉ BrandonJr@ppwpm.com



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## CAREER OVERVIEW

Results-driven Director of Sales with extensive experience in driving revenue growth for residential and commercial projects. Proven track record in developing strategic sales initiatives and leading high-performing teams. Skilled in market analysis and optimizing sales processes to achieve targets while delivering exceptional customer service.

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## SKILLS

- **Strategic Sales Development:** Crafting and executing effective sales strategies.
- **Team Leadership:** Leading and motivating high-performing sales teams.
- **Market Analysis:** Analyzing trends to identify growth opportunities.
- **Client Relationship Management:** Building and maintaining strong client partnerships.
- **Sales Process Optimization:** Streamlining processes to enhance efficiency and results.

## EXPERIENCE

### SALES

Professional Powerwashing Maintenance (PPWPM, INC.) | 2020 - present

- Managed sales operations for residential and commercial markets, achieving consistent year-over-year growth of 200%.
- Established strong client relationships that led to increase in repeat business and referrals, contributing to long-term company success.



## Training Records for Safety and Equipment for Key Personnel

We have included all employees, including field technicians, in the training records outlined on the following pages. These records track each employee's completion of safety protocols and equipment usage training, ensuring full compliance with safety regulations and best practices.

To maintain the highest safety standards, all employees are required to complete annual training sessions at the beginning of each year. Each employee must complete a minimum of 30 hours of training, which includes a mix of online courses, external certifications, and hands-on practical sessions. This comprehensive approach ensures our staff remains proficient in the latest safety techniques and equipment usage.

In addition to employee records, you will find the most recent contractor safety certificates attached, along with other essential training resources. This involves comprehensive training for safety and equipment training. Our commitment to ongoing professional development guarantees that every employee receives thorough training through both external programs and our in-house curriculum, ensuring the highest levels of safety and competency across all operations.

**PPWPM In-House Training** is also an integral part of our safety program. Even if employees complete external certifications, they are still required to undergo our in-house training to reinforce company-specific safety protocols and operational standards.

### Included in this document:

1. **Training Records of Each Employee** – Tracking the completion of safety protocols and equipment usage training for each employee, ensuring full compliance with safety regulations.
2. **Certificates Copies** – The latest contractor and employee safety certifications.
3. **PPWPM In-House Training Library Videos** – A resource to ensure all employees receive internal training, even after completing external certifications.
4. **PPWPM Training Schedule** – A detailed outline of upcoming training sessions, keeping all employees up to date on the latest safety standards and equipment usage practices.
5. **PPWPM Organizational Chart** – A reference to the structure of our team and key personnel involved in daily operations.
6. **Other Training Events** – PPWPM hosted the **Niche Market & Gas Station Training Event** on February 1-2, 2024, featuring renowned guest trainer Carlos Gonzalos. The event provided specialized training in gas station cleaning, as well as comprehensive equipment safety and usage training. It enhanced the skills of both our team and other contractors, reinforcing our commitment to continuous professional development and service excellence.

This commitment to training—both internal and external—ensures that our workforce remains knowledgeable, competent, and well-prepared to manage any safety or operational challenges that may arise.

## List of Equipment

1. \*Vehicles:\*

  - 4 Trucks with 500-gallon water tanks hot water pressure washing units

2. \*Pressure Washing Systems:\*

  - Hot water pressure washers for each truck

3. \*Spray Guns and Wands:\*

  - Pressure washing guns with variable nozzles
  - Extension wands for high-reach areas

4. \*Hoses:\*

  - High-pressure hoses (minimum 300 feet per truck)
  - Hose reels for organization and easy access

5. \*Nozzles and Tips:\*

  - Multiple nozzle tips (0-degree, 15-degree, 25-degree, 40-degree)
  - Soap nozzles for detergent application

6. \*Water Softening and Filtration Systems:\*

  - Water softeners to prevent mineral build-up
  - In-line filters to remove debris and prevent nozzle clogging

7. \*Detergents and Cleaning Solutions:\*

  - Environmentally friendly detergents
  - Specialized cleaners for various surfaces (concrete, wood, siding)

8. \*Surface Cleaners:\*

  - Walk-behind surface cleaners for flat surfaces

9. \*Safety Equipment:\*

  - Protective gloves and goggles
  - High-visibility vests and ear protection

10. \*Accessories and Attachments:\*

  - Turbo nozzles for stubborn stains
  - Sandblasting attachments for paint removal

11. \*Tools and Maintenance Kits:\*

  - Basic toolkits for on-the-go repairs
  - Spare parts like O-rings and gaskets

12. \*Ladders and Access Equipment:\*

  - Extension ladders for hard-to-reach areas
  - Scaffolding for stable high-level access

13. \*Water Recovery Systems:\*

- Vacuum recovery systems for wastewater
- Portable water tanks for high-ground jobs

14. \*Power Sources:\*

- Generators (if needed for remote locations)
- Extra fuel cans for extended operations

15. \*Documentation and Compliance Tools:\*

- Safety data sheets for all chemicals
- Compliance and operation manuals

16. \*Communication Tools:\*

- Two-way radios for team communication
- Mobile devices for scheduling and navigation

# Organizational Structure

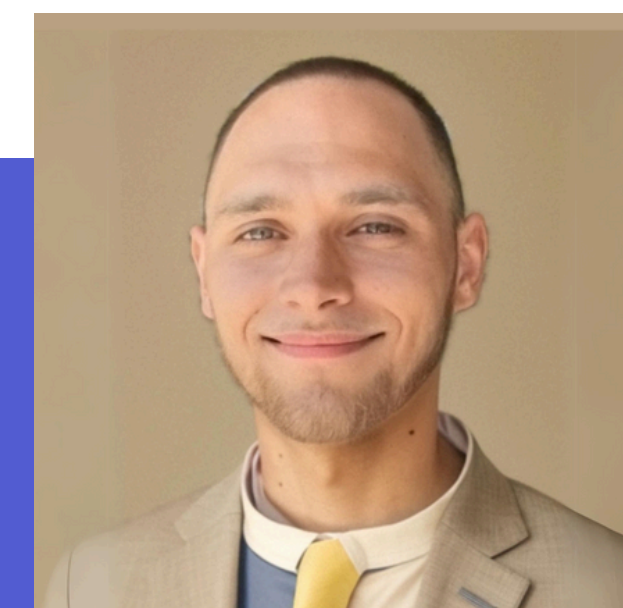


## PPWPM, INC.

### Board of Directors



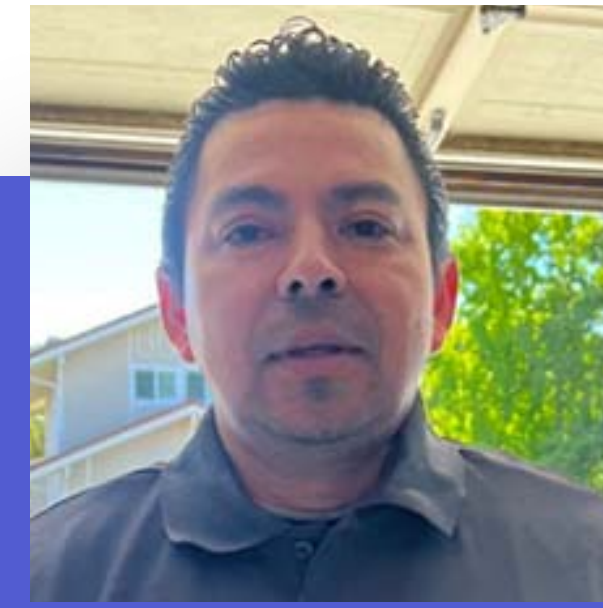
**Brandon Cody Sr.**  
*Chief Executive Officer*



**Brandon Cody Jr.**  
*Sales Director*



**Raymond Hirtle**  
*COC & Lead Technician*



**Felix Aguilar**  
*Lead Technician*

**Nick Kierstead**  
*Field Technician*

**Nik Wood**  
*Field Technician*

 **France Cristobal**  
*Admin Manager*

**Onterrio Brown**  
*Field Technician*

**Jose Oseida**  
*Field Technician*

 **Christie Cezario**  
*Financial Accounting*

**Samuel Abarca**  
*Field Technician*

**Juventino Mendoza**  
*Field Technician*

**Jose Aguilar**  
*Field Technician*

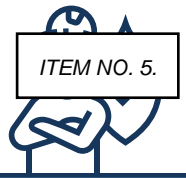
**Ryan Deshaine**  
*Field Technician*

*Field Technician*

*Field Technician*

*Admin Staff*

# TRAINING RECORD



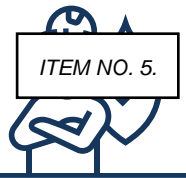
## EMPLOYEE INFORMATION

Employee Name: Brandon Cody Sr.

Position/Role: Chief Executive Officer

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	July 2024	ISN		Online	3hrs
Page 54					<b>Total 30hrs</b>

# TRAINING RECORD



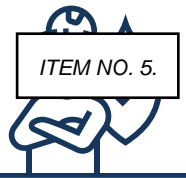
## EMPLOYEE INFORMATION

Employee Name: Brandon Cody Jr.

Position/Role: Sales Director

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 55					<b>Total 30hrs</b>

# TRAINING RECORD



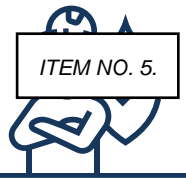
## EMPLOYEE INFORMATION

Employee Name: Raymond Hirtle  
 Position/Role: Chief Operation Officer / Lead Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 56					<b>Total 30hrs</b>



# TRAINING RECORD



## EMPLOYEE INFORMATION

Employee Name: Felix Aguilar  
 Position/Role: Lead Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 57					<b>Total 30hrs</b>

# TRAINING RECORD



## EMPLOYEE INFORMATION

Employee Name: Nick Kierstead  
 Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
lift (MEWP)	August 2024	Hard Hat Training Company - Samantha Montalbano CEO		Online	2.5hrs
					<b>Total 32.5hrs</b>

# TRAINING RECORD



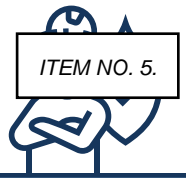
## EMPLOYEE INFORMATION

Employee Name: Onterrio Brown

Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
lift (MEWP)	August 2024	Hard Hat Training Company - Samantha Montalbano CEO		Online	2.5hrs
					<b>Total 32.5hrs</b>

# TRAINING RECORD



## EMPLOYEE INFORMATION

Employee Name: Jose Aguilar  
 Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 60					<b>Total 30hrs</b>

# TRAINING RECORD

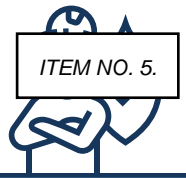


## EMPLOYEE INFORMATION

Employee Name: Jose Oseida  
 Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 61					<b>Total 30hrs</b>

# TRAINING RECORD



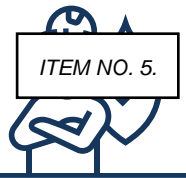
## EMPLOYEE INFORMATION

Employee Name: Juventino Mendoza

Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 62					<b>Total 30hrs</b>

# TRAINING RECORD

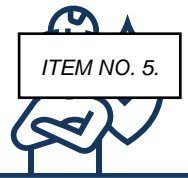


## EMPLOYEE INFORMATION

Employee Name: Nik Wood  
 Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 63					<b>Total 30hrs</b>

# TRAINING RECORD



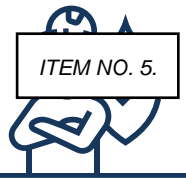
## EMPLOYEE INFORMATION

Employee Name: Ryan Deshaine  
 Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	September 2024	ISN		Online	3hrs
Page 64					<b>Total 30hrs</b>



# TRAINING RECORD



## EMPLOYEE INFORMATION

Employee Name: Samuel Abarca  
 Position/Role: Field Technician

Training Details					
Training Topic	Date	Trainee Name	Location	Training Method	Duration
Workplace Safety Overview	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Equipment Operation	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Personal Protective Equipment (PPE) Overview - National Safety Council	January 2024	Personal Protective Equipment (PPE) Overview - National Safety Council		Online	3hrs
Fall Protection Training	January 2024	Fall Protection (US) - National Safety Council		Online	3hrs
Hazard Communication	January 2024	Hazard Communication - National Safety Council National Safety Council		Online	3hrs
Emergency Procedures	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Fire Safety and Extinguisher Use	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Vehicle/Equipment Safety	January 2024	In-House Training PPWPM, INC.	4070 Nelson Ave, suite F Concord CA 94520	In-person	3hrs
Contractor Safety Training - for Bayer - Berkeley Online Training Requirements	August 2024	ISN		Online	3hrs
Page 65					<b>Total 30hrs</b>



# Certificate of Training Completion

Bayer

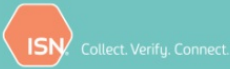
This is to certify that

**Nik Wood (ISN-08893767)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

## Berkeley Contractor Safety Training



**Complete**

**August 14, 2024 August 14, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Nik Wood**

**(ISN-08893767)**

**PPWPM, INc**

**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,  
2024**      EXP: **August 14,  
2025**

SCORE: **Complete**      SIGN:





ITEM NO. 5.

Bayer

This is to certify that

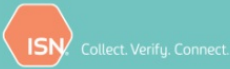
# Certificate of Training Completion

**Jose Oseida (ISN-08899639)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

## Berkeley Contractor Safety Training



**Complete**

**August 16, 2024 August 16, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249067

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Jose Oseida**  
**(ISN-08899639)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 16,**      EXP: **August 16,**  
**2024**                      **2025**

SCORE: **Complete**      SIGN:





ITEM NO. 5.

Bayer

This is to certify that

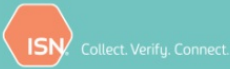
# Certificate of Training Completion

**Juventino Mendoza (ISN-08899945)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

SCORE

**August 16, 2024 August 16, 2025**

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249067

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Juventino Mendoza**  
**(ISN-08899945)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety**  
**Training**

DATE: **August 16,** EXP: **August 16,**  
**2024** **2025**

SCORE: **Complete** SIGN:





ITEM NO. 5.

Bayer

This is to certify that

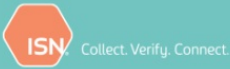
# Certificate of Training Completion

**Nick Kierstead (ISN-08893800)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

**August 14, 2024 August 14, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE



NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Nick Kierstead**  
**(ISN-08893800)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,** EXP: **August 14,**  
**2024** **2025**

SCORE: **Complete** SIGN:





ITEM NO. 5.

**Bayer**

This is to certify that

# Certificate of Training Completion

**Raymond Hirtle (ISN-08893793)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

**August 14, 2024 August 14, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Raymond Hirtle**  
**(ISN-08893793)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,** EXP: **August 14,**  
**2024** **2025**

SCORE: **Complete** SIGN:





ITEM NO. 5.

Bayer

This is to certify that

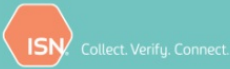
# Certificate of Training Completion

**Ryan Deshaine (ISN-08946266)**

PPWPM, INc (400-524407)

has successfully completed all of the requirements for the training program

## Berkeley Contractor Safety Training



**Complete**

**September 06, 2024 September 06, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

ITEM NO. 5.

Certificate of Training Completion

**Ryan Deshaine**  
**(ISN-08946266)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **September 06, 2024**      EXP: **September 06, 2025**

SCORE: **Complete**      SIGN:





ITEM NO. 5.

**Bayer**

This is to certify that

# Certificate of Training Completion

**Brandon Cody Jr. (ISN-08893790)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

**August 14, 2024 August 14, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Brandon Cody Jr.**  
**(ISN-08893790)**

**PPWPM, INc**  
**(400-524407)**

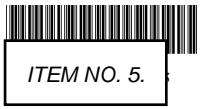
Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,** EXP: **August 14,**  
**2024** **2025**

SCORE: **Complete** SIGN:





ITEM NO. 5.

**Bayer**

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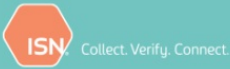
# Certificate of Training Completion

**Brandon Cody (ISN-08827246)**

PPWPM, INc (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**100**

SCORE

**July 23, 2024 July 23, 2025**

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE



NO. 126248995

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Brandon Cody**  
**(ISN-08827246)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **July 23,**      EXP: **July 23,**  
**2024**                      **2025**

SCORE: **100**      SIGN:





ITEM NO. 5.

Bayer

This is to certify that

# Certificate of Training Completion

**Onterio Brown (ISN-08893801)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

**August 14, 2024 August 14, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Onterio Brown**  
**(ISN-08893801)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,**      EXP: **August 14,**  
**2024**                      **2025**

SCORE: **Complete**      SIGN:





ITEM NO. 5.

Bayer

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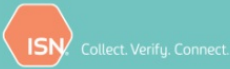
# Certificate of Training Completion

**John Armijo (ISN-08893794)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

SCORE

**August 14, 2024 August 14, 2025**

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**John Armijo**  
(ISN-08893794)

**PPWPM, INC**  
(400-524407)

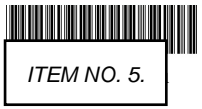
Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,**      EXP: **August 14,**  
**2024**                      **2025**

SCORE: **Complete**      SIGN:





ITEM NO. 5.

Bayer

This is to certify that

# Certificate of Training Completion

**Felix Aguilar (ISN-08893765)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

## Berkeley Contractor Safety Training



**Complete**

**August 14, 2024 August 14, 2025**

SCORE

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Felix Aguilar**  
**(ISN-08893765)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,** EXP: **August 14,**  
**2024** **2025**

SCORE: **Complete** SIGN:





ITEM NO. 5.

Bayer

This is to certify that

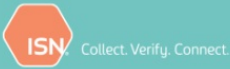
# Certificate of Training Completion

**Jose Aguilar (ISN-08899638)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

SCORE

**August 16, 2024 August 16, 2025**

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE



NO. 126249067

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Jose Aguilar**  
**(ISN-08899638)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 16,**      EXP: **August 16,**  
**2024**                      **2025**

SCORE: **Complete**      SIGN:





ITEM NO. 5.

**Bayer**

This is to certify that

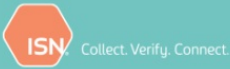
# Certificate of Training Completion

**Samuel Abarca (ISN-08893766)**

PPWPM, INC (400-524407)

has successfully completed all of the requirements for the training program

**Berkeley Contractor Safety Training**



**Complete**

SCORE

**August 14, 2024 August 14, 2025**

TRAINING DATE

TRAINING EXPIRATION

EMPLOYEE SIGNATURE

NO. 126249061

Bayer

ITEM NO. 5.

Certificate of Training Completion

**Samuel Abarca**  
**(ISN-08893766)**

**PPWPM, INc**  
**(400-524407)**

Completed Training Program:

**Berkeley Contractor Safety  
Training**

DATE: **August 14,**      EXP: **August 14,**  
**2024**                      **2025**

SCORE: **Complete**      SIGN:





## PPWPM IN-HOUSE Training Video Resources

Content	URL
<b>Powerwashing</b>	
Pressure Washing Basics	<a href="https://youtu.be/02bnx8R_iwg">https://youtu.be/02bnx8R_iwg</a>
House Washing	<a href="https://youtu.be/w6ZM-h3jZb8">https://youtu.be/w6ZM-h3jZb8</a>
Hoses	<a href="https://youtu.be/81I9ZB77QBg">https://youtu.be/81I9ZB77QBg</a>
Post Construction Cleaning	<a href="https://youtu.be/dDI2na2LI4E">https://youtu.be/dDI2na2LI4E</a>
How to Operate Petrol Jet Wash (Part 1)	<a href="https://www.youtube.com/watch?v=4jr-BFQ5LMc&amp;index=6&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP">https://www.youtube.com/watch?v=4jr-BFQ5LMc&amp;index=6&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP</a>
How to Operate Petrol Jet Wash (Part 2)	<a href="https://www.youtube.com/watch?v=HZ75y2ipsq4&amp;index=5&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP">https://www.youtube.com/watch?v=HZ75y2ipsq4&amp;index=5&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP</a>
How to Operate Petrol Jet Wash (Part 3)	<a href="https://www.youtube.com/watch?v=TXj1vj2kdTA&amp;index=4&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP">https://www.youtube.com/watch?v=TXj1vj2kdTA&amp;index=4&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP</a>
<b>Damage</b>	
Plant and Property Protection	<a href="https://youtu.be/i1gxhTjJCUE">https://youtu.be/i1gxhTjJCUE</a>
Taping	<a href="https://youtu.be/Q-3cdgbHMbk">https://youtu.be/Q-3cdgbHMbk</a>
More Taping	<a href="https://youtu.be/3DWIY2s1X78">https://youtu.be/3DWIY2s1X78</a>
<b>Roof Cleaning</b>	
Roof Pump Hose	<a href="https://youtu.be/QYUIYE9PdKA">https://youtu.be/QYUIYE9PdKA</a>
Asphalt Roof	<a href="https://youtu.be/cGv18CIMu9g">https://youtu.be/cGv18CIMu9g</a>
Asphalt Roof 2	<a href="https://youtu.be/JgNIU53LTw0">https://youtu.be/JgNIU53LTw0</a>
<b>Siding Washing</b>	
Softwash Takedown	<a href="https://youtu.be/gxuxPad_50I">https://youtu.be/gxuxPad_50I</a>
Softwash Setup	<a href="https://youtu.be/R9mPs00mCwM">https://youtu.be/R9mPs00mCwM</a>
House Wash Basic	<a href="https://youtu.be/EWPb13qSVLI">https://youtu.be/EWPb13qSVLI</a>
<b>Window Washing</b>	
Window Cleaning Tools	<a href="https://youtu.be/HsXbtGm3TuM">https://youtu.be/HsXbtGm3TuM</a>
Water Fed Basics	<a href="https://youtu.be/G2Sserz5YgY">https://youtu.be/G2Sserz5YgY</a>
How to Use a Water Fed Pole	<a href="https://youtu.be/oiQVj2Hxkno">https://youtu.be/oiQVj2Hxkno</a>
Feathering with a Pole	<a href="https://youtu.be/MrxBpH4YCxM">https://youtu.be/MrxBpH4YCxM</a>
What causes spots with a WFP	<a href="https://youtu.be/4uuPr4tjLk">https://youtu.be/4uuPr4tjLk</a>
WFP on commercial windows	<a href="https://youtu.be/QDTnWUmc7zI">https://youtu.be/QDTnWUmc7zI</a>
Cleaning Leaded Glass	<a href="https://youtu.be/V9Q3L6OD2Kw">https://youtu.be/V9Q3L6OD2Kw</a>
Post Construction Window Cleaning Basics	<a href="https://youtu.be/V9Q3L6OD2Kw">https://youtu.be/V9Q3L6OD2Kw</a>
Using a WFP	<a href="https://youtu.be/LICNnQbzITw">https://youtu.be/LICNnQbzITw</a>
Cleaning Dirty Windows and Tools Used	<a href="https://youtu.be/-KpRp4f0LNs">https://youtu.be/-KpRp4f0LNs</a>
Detailing a Window	<a href="https://youtu.be/6Whibi7bfdw">https://youtu.be/6Whibi7bfdw</a>
Troubleshooting Window Cleaning	<a href="https://youtu.be/998jG2ZZUo">https://youtu.be/998jG2ZZUo</a>
Winter Window Cleaning	<a href="https://youtu.be/Kmv2Rldh3N4">https://youtu.be/Kmv2Rldh3N4</a>
Window Cleaning How-To- Basic Technique	<a href="https://youtu.be/FGKdmKX1z64">https://youtu.be/FGKdmKX1z64</a>
Common Fanning Problems- Window Cleaning Demo	<a href="https://youtu.be/bmc11KqVbEE">https://youtu.be/bmc11KqVbEE</a>
How to Clean Windows Professionally- Fanning Technique	<a href="https://youtu.be/9SoFa3B8m08">https://youtu.be/9SoFa3B8m08</a>
Fanning Residential Windows	<a href="https://youtu.be/h1iNEV-wQmM">https://youtu.be/h1iNEV-wQmM</a>
How to Remove a Screen	<a href="https://youtu.be/WkmN48KnZ08">https://youtu.be/WkmN48KnZ08</a>
Changing Filters on Xero Pure	<a href="https://youtu.be/WkmN48KnZ08">https://youtu.be/WkmN48KnZ08</a>
Using Abrasive Pads	<a href="https://youtu.be/IQffoDEI9bo">https://youtu.be/IQffoDEI9bo</a>
Using a Razor	<a href="https://youtu.be/-Zwm3hOODVc">https://youtu.be/-Zwm3hOODVc</a>
Fanning Technique and Mistakes	<a href="https://youtu.be/K7XiEU8yivM">https://youtu.be/K7XiEU8yivM</a>
<b>Personal Injury Protection</b>	
PPE	<a href="https://youtu.be/TaXmo_PV8bo">https://youtu.be/TaXmo_PV8bo</a>
More PPE	<a href="https://youtu.be/NiwCWXOlzvw">https://youtu.be/NiwCWXOlzvw</a>
<b>Decks</b>	
How to Clean Decking (Part 1)	<a href="https://www.youtube.com/watch?v=Fq_nAt_MntI&amp;index=3&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP">https://www.youtube.com/watch?v=Fq_nAt_MntI&amp;index=3&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP</a>
How to Clean Decking (Part 2)	<a href="https://www.youtube.com/watch?v=WsprzjwBw0c&amp;index=2&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP">https://www.youtube.com/watch?v=WsprzjwBw0c&amp;index=2&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP</a>
<b>Paver &amp; Concrete</b>	
<b>Gutter Cleaning</b>	
Gutter Cleaning Vac	<a href="https://youtu.be/ptyoylzBV10">https://youtu.be/ptyoylzBV10</a>
Gutter Cleaning Tools	<a href="https://youtu.be/55ImEnJvfiQ">https://youtu.be/55ImEnJvfiQ</a>
<b>Detergents</b>	
Chemicals Overview	<a href="https://youtu.be/CsEDcthG0hY">https://youtu.be/CsEDcthG0hY</a>

Using Aztec Screen Cleaner	<a href="https://youtu.be/Ed27MHggcLk">https://youtu.be/Ed27MHggcLk</a>
Priming Proportioner	<a href="https://youtu.be/HrC6Tmfrgk8">https://youtu.be/HrC6Tmfrgk8</a>
Chlorine Fill	<a href="https://youtu.be/qk_8TUfAHXM">https://youtu.be/qk_8TUfAHXM</a>
<b>Tools</b>	
Miscellaneous Other Tools	<a href="https://youtu.be/cHwBr8W66Ns">https://youtu.be/cHwBr8W66Ns</a>
How to Start a Doff Machine	<a href="https://www.youtube.com/watch?v=eP6JRSfwN4Y&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP&amp;index=7">https://www.youtube.com/watch?v=eP6JRSfwN4Y&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP&amp;index=7</a>
How to Start a Generator	<a href="https://www.youtube.com/watch?v=2hpwYkbixZ8&amp;index=8&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP">https://www.youtube.com/watch?v=2hpwYkbixZ8&amp;index=8&amp;list=PLrEQEnP3oC16Na_3AN0IS1eBi2CctliIP</a>
QC	<a href="https://youtu.be/7HGLnaV9Mas">https://youtu.be/7HGLnaV9Mas</a>
O Rings	<a href="https://youtu.be/7HGLnaV9Mas">https://youtu.be/7HGLnaV9Mas</a>
Water Hoses	<a href="https://youtu.be/MLgQbFcfPwE">https://youtu.be/MLgQbFcfPwE</a>
Downstream Injector	<a href="https://youtu.be/KOrH2kdDxI">https://youtu.be/KOrH2kdDxI</a>
Turning on Pressure Washer	<a href="https://youtu.be/gDDAL3arsYs">https://youtu.be/gDDAL3arsYs</a>
Checking Oil	<a href="https://youtu.be/iL5GeoDX8PE">https://youtu.be/iL5GeoDX8PE</a>
Pressure Hose	<a href="https://youtu.be/GzGn1zF1gRw">https://youtu.be/GzGn1zF1gRw</a>
Rolling Pressure Hose	<a href="https://youtu.be/YXadGwod8Ns">https://youtu.be/YXadGwod8Ns</a>
<b>Miscellaneous</b>	
Arrival at Jobsite	<a href="https://youtu.be/2ZPkGDW-p1o">https://youtu.be/2ZPkGDW-p1o</a>

Video Walkthrough Link

AM Session: Course Work, Quizzes, Essays. PM Session: Hands On Work, Field Tests Where Possible



# WEEK 1

Day 1	Day 2	Day 3	Day 4	Day 5
Safety	Window Cleaning	Window Cleaning	Window Cleaning	Soft Washing
Company Safety Policies: PPE	Pre-Job Inspection	Methods for Cleaning French Pane Windows	Understanding Pure Water Cleaning	Pre-Job Inspection
Company Safety Policies: JHAs	Loading And Unloading The Vehicle	Using the Microfiber Pre-Clean Method On Very Dirty Glass	Operating a Water Fed Pole: Extending and Adding Extensions	Understanding Soft Washing
Using The JHA Safety App	Using the Supply Totes	Removing Screens:Part 1	Operating a Water Fed Pole: Working Safely, Above & Below	Identifying Surface Materials
Weekly Safety Meetings	Indoor Work Station Setup	Removing Screens: Part 2	Basic WFP Cleaning Technique	Covering Exterior Electrical Outlets, Water Intrusion Prevention
What To Do In Case Of An Emergency	Outdoor Work Station Setup	Screen Cleaning	WFP Brush: Types and Applications	Protecting Door Finishes
What Do Do In Case Of An Injury Or Accident	Understanding Window Cleaning Packages	Stain removal with steel/bronze wool and scrub pads	WFP Brush: Water Squeegee Method	Protecting Exterior Fixtures and Handles
Operating Company Vehicles Safely	Basic Tool Belt Walkthrough	Removing Triple Track Storms	WFP Brush: Pencil Jet Method	Basic Soft Washing Chemistry
<b>Company Structure</b>	Squeegee Rubber Inspection and Maintenance	Working With Extension Poles	Hydrophobic vs. Hydrophilic Glass	Checking Chemical And Detergent Supply
Welcome Video	Squeegee Channels and Handles	Working With The Microfiber Pad Kit	Pure Water Systems: Field Usage	Transferring Bleach: Bulk Tank To Truck Tanks
Company History & Future	Proper Drop Cloth Usage	Window Cleaning: Post Construction Method With Microfiber	Pure Water Systems: Routine Maintenance And Troubleshooting	Safely Mixing Chemicals
Company Org Chart & Chain Of Command	Scrubbing Tools: Bronze Wool, Steel Wool, Scrub Pads	Cleaning Silicone and Adhesive Residue Off Of Glass	Pure Water Systems: Using Booster Pumps	Transferring Bleach: Bulk Or Truck Tank To Small Container
Company Core Values	Scrubbing Tools: Magic Erasers	Cleaning Storefront and Commercial Glass		Using The Proportioner For Mixing Chemicals
Your Responsibilities	Towels: Hucks Vs. Microfibers	Window Access By Type		Detergent Mixing Ratios Based On Application
Weekly Schedule	Scrapers: Blade Changing and Inspection	Scrapers: Usage, Cautions, Tips and Tricks		Understanding Downstream Injectors
Team Meetings	Mop Sleeves: Inspection and Maintenance	Opening Pella Hinged Storms		Using Downstream Injectors
Bonuses, Goals & KPIs	Detailing Glass	Hard Water Stain Removal With ClearView200 Wipes		
Performance Reviews	Straight Pull Technique #1	Extreme Hard Water Stain Removal With ClearView100 Paste		
Conflict Resolution	Straight Pull Technique #2	Tradition Window Cleaning: General Tips, Tricks & Hacks For Speed		
Corrective Action	Fan technique			
Company Handbook Review	Sill and track cleaning: Interior 1			
	Sill and track cleaning: Interior 2			
	Sill and track cleaning: Exterior			



# WEEK 2

Day 1	Day 2	Day 3	Day 4	Day 5
Roof Cleaning	Power Washing	Power Washing	Gutter Cleaning	Complete Field Tests
Pre-Job Inspection	Pre-Job Inspection	Assessing Condition of Surfaces	Pre-Job Inspection	
Understanding Soft Wash Roof Cleaning	Protecting Property	Identifying Stains	Understanding & Explaining Gutter Cleaning Packages	
Identifying Roof Growths And When They Are Terminated	Basic Power Washer Safety	Organic vs. Non-Organic Staining: How to Assess	Performing Gutter System Assessments	
Required PPE For Roof Cleaning	Required PPE For Power Washing	Pre and Post Treating with Sodium Hypochlorite	Collecting Debris: Trays, Valleys, Roofs & Downspouts	
Roof Safety: Harness and Anchor Process	Understanding PSI vs. GPM	Cleaning with Acids	Clog Removal	
Roof Safety: Working With Ladders Clean Up and Pack Up Process for Roof Cleaning Equipment	Understanding Wand Nozzle Sizes	When To Use Hot Water	Gutter cleaning Photos: Walkthrough	
Starting and Operating The Compressor and Softwash Pump	Checking The Pressure On A Pressure Washer	Vertical Hard Surface Cleaning	Basic Repairs: Trays	
Using The Roof Cleaning Gun Effectively: Nozzles, Ball Valve, Wand Extensions	How To Adjust Pressure On A Pressure Washing Machine	Cleaning and Sanding Pavers	Basic Repairs: Downspouts	
How To Mix, Transfer Roof Cleaning Detergent	Skid Truck Plumbing Walkthrough	Field Repairs: Replacing Quick Connect O Rings	Gutter Inspection Tips	
Shooting A Roof: From Ground	Flat Surface Cleaning With Surface Cleaner	Field Repairs: Leaking Quick Connects; Clogged Nozzles	Working Safely On Roofs & With Ladders	
Shooting A Roof: From Ladder	Flat Surface Cleaning With Surface Cleaner #2	Field Repairs: Troubleshooting Machine Issues	<b>Specialty Services</b>	
Roof Cleaning: Advanced Techniques	Uses For High Pressure Nozzles	Field Repairs: Downstream Injector Troubleshooting	Dryer Vent Cleaning	
When To Rinse A Roof	How To Use Quick Connects	Field Repairs: Blown Pressure Hose		
Cleaning Stone and Tile Roofs	How To Use Ball Valves For Changing Tools	Field Repairs: Softwash Pump Failure		
Property Protection: Collection, Diversion & Dilution	Pressure Hose Management #1			
Property Protection: Neutralization	Pressure Hose Management #2			
Property Protection: Coverage	High Volume Variable Pressure Rinsing With Ball Valve			

**Other Training Events** – PPWPM proudly hosted the **Niche Market & Gas Station Training Event** on February 1-2, 2024, featuring renowned guest trainer Carlos Gonzalos. This exclusive event provided highly specialized training focused on niche market opportunities and best practices for gas station cleaning and maintenance.

In addition to industry-specific knowledge, the event also showcased extensive **Equipment Safety and Usage Training**, reinforcing our commitment to safety standards and best practices. This comprehensive approach ensured that all participants, including our team and other contractors, were equipped with the necessary skills to operate equipment safely and efficiently in the field.

By bringing in industry experts like Carlos Gonzalos, we not only enhanced the expertise of our team but also provided valuable training to others in the industry. The event strengthened participants' knowledge of cutting-edge techniques and reinforced their ability to deliver superior service. This reflects our dedication to continuous professional development and excellence in safety and service delivery.



**GAS STATION & NICHE MARKET TRAINING**

1 - 2 FEBRUARY, 2024  
CONCORD, CA

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A 360training® Company

# CERTIFICATE OF COMPLETION

This certifies that

**Nicholas Kierstead**

has successfully completed the course

**Aerial Lift (MEWP) Online Training**



Course Duration  
2.5



Completion Date  
08/15/2024



Certificate #  
000034501499

Samantha Montalbano, Chief Operating Officer

This certificate is non-transferable and expires 2 years from the date of issuance and/or completion.

8504 Bridge Point Parkway, Suite 100 | Austin, TX 78720 | 360training.com

 This certifies that the person named below has successfully completed the course.

**Nicholas Kierstead**  
Aerial Lift (MEWP) Online Training

  
Samantha Montalbano, Chief Operating Officer

08/15/2024  
Completion date

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? support@360training.com

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# CERTIFICATE OF COMPLETION

This certifies that

Onterio Brown

has successfully completed the course

Aerial Lift (MEWP) Online Training



Course Duration  
2.5



Completion Date  
08/15/2024



Certificate #  
000034501482

Samantha Montalbano, Chief Operating Officer

This certificate is non-transferrable and expires 2 years from the date of issuance and/or completion.

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**SUBCONTRACTORS**

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the Proposer in the performance of the work.

Company\_\_\_\_\_

\*\*N/A – No subcontractors will be used; all work will be performed by our in-house technicians.

Location\_\_\_\_\_

Describe work to be contracted\_\_\_\_\_

\_\_\_\_\_

Company\_\_\_\_\_

Location\_\_\_\_\_

Describe work to be contracted: \_\_\_\_\_

\_\_\_\_\_

Company\_\_\_\_\_

Location\_\_\_\_\_

Describe work to be contracted: \_\_\_\_\_

\_\_\_\_\_

Company\_\_\_\_\_

Location\_\_\_\_\_

Describe work to be contracted: \_\_\_\_\_

\_\_\_\_\_

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Annual Total
1	Monthly Power Washing - Downtown sidewalks on North Santa Cruz and Main Street	12	Each	\$3,018.77	\$36,225.24
2	Monthly Power Washing - Los Gatos Library front patio area	12	Each	\$1,198.77	\$14,385.24
3	Quarterly Power Washing - Parking Lot #4, all surfaces	4	Each	\$2,048.77	\$8,195.08
	Total				\$58,805.56



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 6.

ITEM NO: 6

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**DATE:** March 13, 2025  
**TO:** Mayor and Town Council  
**FROM:** Chris Constantin, Town Manager  
**SUBJECT:** Adopt a Resolution Granting an Appeal of a Planning Commission Decision to Approve an Architecture and Site Application for the Construction of a New Single-Family Residence with Reduced Side and Rear Yard Setbacks, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees on Vacant Property Zoned R-1:20, and Remanding the Matter to the Planning Commission. **Located at 45 Reservoir Road.** APN 529-33-054. Architecture and Site Application S-22-048. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner: Farnaz Agahian. Applicant: Gary Kohlsaat, Architect. Appellant: Mary J. Vidovich. Project Planner: Sean Mullin.

RECOMMENDATION:

Adopt a resolution (Attachment 1) granting an appeal of a Planning Commission decision to approve an Architecture and Site Application for the construction of a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a Grading Permit, and removal of large protected trees on vacant property zoned R-1:20 and remanding the decision to the Planning Commission with specific direction.

DISCUSSION:

On March 4, 2025, the Town Council directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission and remanding the application back to the Planning Commission with specific direction, including the following:

1. Reduce the building footprint in consideration of the least restrictive development area (LRDA); and
2. Reduce the volume/massing of the residence.

PREPARED BY: Sean Mullin, AICP  
Planning Manager

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

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PAGE 2 OF 2

SUBJECT: 45 Reservoir Road/S-22-048

DATE: March 13, 2025

The Council made the findings, in accordance with Town Code Section 29.20.295, that the Planning Commission erred in approving the Architecture and Site application, because the application does not comply with the objectives of the Hillside Development Standards and Guidelines, specifically regarding the constraints analysis and site selection, selecting sites to minimize susceptibility to fire hazards, and minimizing the bulk and mass of a building.

There was also a request that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking.

A resolution granting the appeal and remanding the application back to the Planning Commission with direction is included as Attachment 1.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Draft Resolution Granting the Appeal and Remand the Application Back to the Planning Commission with Specific Direction

**DRAFT RESOLUTION**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS GRANTING AN APPEAL OF THE DECISION OF THE PLANNING COMMISSION APPROVING A REQUEST FOR CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE WITH REDUCED SIDE AND REAR YARD SETBACKS, SITE IMPROVEMENTS REQUIRING A GRADING PERMIT, AND REMOVAL OF LARGE PROTECTED TREES ON VACANT PROPERTY ZONED R-1:20 AND REMANDING THE APPLICATION BACK TO PLANNING COMMISSION WITH SPECIFIC DIRECTION**

**APN 529-33-054  
ARCHITECTURE AND SITE APPLICATION: S-22-048  
PROPERTY LOCATION: 45 RESERVOIR ROAD  
APPELLANT: MARY J. VIDOVICH  
PROPERTY OWNER: FARNAZ AGAHIAN  
APPLICANT: GARY KOHLSAAT, ARCHITECT**

**WHEREAS**, on January 8, 2025, the Planning Commission held a public hearing and considered a request to construct a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on vacant property zoned R-1:20. The Planning Commission approved the Architecture and Site application subject to conditions of approval;

**WHEREAS**, on January 17, 2025, the appellant, an interested person, filed a timely appeal of the decision of the Planning Commission approving the request for construction of a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on vacant property zoned R-1:20;

**WHEREAS**, this matter came before the Town Council for a public hearing on March 4, 2025, and was regularly noticed in conformance with State and Town law; and

**WHEREAS**, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. The Town Council considered all testimony and materials submitted, including the record of the Planning Commission proceedings and the packet of materials contained in the Council Agenda Report for their meeting on March 4, 2025, along with any and all subsequent reports and materials prepared concerning this application; and

**WHEREAS**, the Town Council directed staff to prepare a resolution granting the appeal of a decision of the Planning Commission and remanding the application back to the Planning Commission with specific direction including the following:

1. Reduce the building footprint in consideration of the least restrictive development area (LRDA); and
2. Reduce the volume/massing of the residence.

**WHEREAS**, the Mayor asked that the Planning Commission be provided with more detailed information regarding the circumstances under which the denial of a requested exception from Town standards will constitute a regulatory taking; and

**WHEREAS**, the Town Council directed staff to return to the Town Council with an updated resolution.

**NOW, THEREFORE, BE IT RESOLVED:**

In accordance with Town Code Section 29.20.295, the Town Council finds that:

1. The Planning Commission erred in approving the Architecture and Site application, because the application does not comply with the objectives of the Hillside Development Standards and Guidelines, specifically regarding constraints analysis and site selection, selecting sites to minimize susceptibility to fire hazards, and minimizing the bulk and mass of a building.
2. The appeal of the decision of the Planning Commission approval of a request for construction of a new single-family residence with reduced side and rear yard setbacks, site improvements requiring a grading permit, and removal of large protected trees on vacant property zoned R-1:20 is granted and the application has been remanded back to the Planning Commission with specific direction.



**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 18<sup>th</sup> day of March 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

\_\_\_\_\_  
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

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

DRAFT

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 7.

ITEM NO: 7

DATE: March 11, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Approved the Recommended Changes to the Town’s Investment Policy

**RECOMMENDATION:**

Approve the recommended changes to the Town’s Investment Policy as redlined in Attachment 1.

**DISCUSSION:**

The Town’s Investment Policy for its operating portfolio was reviewed by the Finance Commission in February 2023 and adopted by the Council in February of 2023, changing the frequency of the reporting from quarterly to monthly to comply with California Government Code Section 41004 and adding references to Government Code Sections 53607 and 53646(b). The Finance Commission and the Council reviewed the policy in March 2024 with no recommended changes.

The Investment Policy establishes the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, State mandated eligible investments, transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the operating funds of the Town. All Town funds are invested and/or will be invested in accordance with the Investment Policy and with applicable sections of the California Government Code.

The Investment Policy requires an annual review. Staff is recommending adding language to medium term notes (page 6 of the Investment Policy) that allows the Town to hold the investment until maturity in the case the rating is dropping after the purchase. The proposed revisions are listed below:

**PREPARED BY:** Gitta Ungvari  
Finance Director

Reviewed by: Town Manager, and Town Attorney

SUBJECT: Investment Policy Review

DATE: March 11, 2025

Medium Term Notes (Corporate Notes) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement and rated at least "A" or the equivalent by a NRSRO **at the time of purchase**. No more than 5% of the Town's total portfolio shall be invested in the medium-term notes of any one issuer and the aggregate investment in medium-term notes shall not exceed 30% of the Town's total portfolio.

The recommended change is redlined in Attachment 1.

The Finance Commission reviewed and recommended that the Town Council approve the above recommendation.

The Finance Commission recommended adding to the Portfolio, Maturities and Liquidity Section of the Investment Policy a requirement that the Town schedule a biennial Asset Liability Management (ALM) Study. While the ALM Study can benefit the Town when the Town is ready to consider how it allocates its reserve capital, the staff does not recommend adding it to the Investment Policy as an ongoing, reoccurring requirement. If the Council is interested in adding this analysis to the others already planned, staff can return and provide further information regarding the resources, staff time, and consultant cost needed to conduct the ALM study. Based on that information and further analysis of the cost/benefits of performing the study, the appropriate frequency of the study can be determined which may not be biennial. Staff is currently working on developing the scope of the Fiscal Impact Analysis and Long Range Financial Planning Studies in addition to assessing capital needs and funding for existing assets. Thus, adding another study and follow-up staff review of the results in the same time would be overwhelming to limited staff resources. As a result, the proposed changes do not include this recommendation, and such changes can be considered during the next year review of the policy.

FISCAL IMPACT:

There is no fiscal impact of modifying the Investment Policy.

Attachment:

1. Town Investment Policy-Redlined



**TITLE: Investment Policy**

**POLICY NUMBER: 4-02**

**EFFECTIVE DATE: 11/1/16**

**PAGES: 8**

**ENABLING ACTIONS: 2016-063**

**REVISED DATES: 5/16/17;5/15/2018;  
9/3/2019; 11/03/2020, 1/17/2023,  
2/21/2023**

**APPROVED:**

## PURPOSE

The Town of Los Gatos (the “Town”), incorporated in 1887, is located approximately 60 miles south of San Francisco, in the southwestern portion of Santa Clara County. The Town operates under the Council/Manager form of government. The Town Council is the legislative body for the Town. It has five members elected to serve staggered four year terms. The Town Manager is appointed by the Town Council.

The Town Council has adopted this Investment Policy in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the Town. All Town funds will be invested in accordance with this Investment Policy and with applicable sections of the California Government Code 53607 and 53646(b).

This Investment Policy was originally adopted by the Town Council of the Town of Los Gatos on November 1, 2016. Town Council adopted revisions replace any previous investment policy or investment procedures of the Town.

## SCOPE

This Investment Policy applies to all of the Town's short-term operating funds. These funds are described in the Town's annual financial report and include, but are not limited to:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Debt Service Funds
- Enterprise Fund
- Internal Service Funds
- Fiduciary Funds

**ATTACHMENT 1**

<b>TITLE: Investment Policy</b>	<b>PAGE:</b> 2 of 10	<b>POLICY NUMBER:</b> 4-02	<i>ITEM NO. 7.</i>
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Specifically excluded from this Investment Policy are amounts which are held by a trustee or fiscal agent and pledged as payment or security for bonds or other indebtedness, obligations under a lease, or obligations under certificates of participation. Such funds are invested in accordance with statutory provisions, ordinance, resolution, or indenture governing the issuance of the obligations. In addition, this Investment Policy is not applicable to the Town's Deferred Compensation Plan. These investments are directed by each employee participant in accordance with the rules of the Deferred Compensation Plan.

**POLICY**

**OBJECTIVES**

The Town’s funds shall be invested in accordance with all applicable Town policies and codes, State statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. Preservation of capital and protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated cash flows.
3. Attainment of a market value rate of return.
4. Diversification to avoid incurring unreasonable market risks.

**DELEGATION OF AUTHORITY**

Management responsibility for the Town’s investment program is delegated annually by the Town Manager to the Town Treasurer/Finance Director (the “Treasurer”) pursuant to California Government Code Section 36510. The Treasurer may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. The Treasurer shall maintain a list of persons authorized to transact securities business for the Town. No person may engage in an investment transaction except as expressly provided under the terms of this Investment Policy.

The Treasurer shall develop written administrative procedures and internal controls, consistent with this Investment Policy, for the operation of the Town's investment program. Such procedures shall be designed to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees.

The Town may engage the support services of outside investment advisors in regard to its investment program, so long as it can be demonstrated that these services produce a net financial advantage or necessary financial protection of the Town's financial resources.

**PRUDENCE**

The standard of prudence to be used for managing the Town's investments shall be California Government Code Section 53600.3, the prudent investor standard which states, “When

investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

The Town's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The Town recognizes that no investment is totally without risk and that the investment activities of the Town are a matter of public record. Accordingly, the Town recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the Town.

The Treasurer and authorized investment personnel acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the Town Council and appropriate action is taken to control adverse developments.

### **ETHICS AND CONFLICTS OF INTEREST**

Elected officials and Town employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Elected officials and Town employees shall disclose to the Town Council any business interests they have in financial institutions that conduct business with the Town and they shall subordinate their personal investment transactions to those of the Town. In addition, the Town Manager and the Treasurer shall file a Statement of Economic Interests each year pursuant to California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

### **SOCIALLY RESPONSIBLE INVESTING**

In addition to and subordinate to the objectives set forth above, investment of funds should be guided by the following socially responsible investment goals when investing in corporate securities and depository institutions. Investments shall be made in compliance with the responsible investment goals to the extent that such investments achieve substantially equivalent safety, liquidity and yield compared to other investments permitted by state law.

(1) Environmental, Social Responsibility and Governance Concerns

Investments are encouraged in entities that support community well-being through safe and environmentally sound practices and fair labor practices. Investments are encouraged in entities that support equality of rights regardless of sex, race, age, disability or sexual orientation. All corporate securities within the portfolio will be monitored by an independent third-party who will provide the Town with an ESG (Environmental, Social Responsibility, and Governance) rating. The Town will prefer companies when appropriate that maintain a higher ESG rating as opposed to those companies that have a lower ESG Rating.

(2) Community Investments

Investments are encouraged in entities that promote community economic development, and investments are discouraged in entities that finance high-cost check-cashing and deferred deposit (payday-lending) businesses. Investments are encouraged in entities that have a demonstrated involvement in the development or rehabilitation of low-income affordable housing and have a demonstrated commitment to reducing predatory mortgage lending and increasing the responsible servicing of mortgage loans. Securities investments are encouraged in financial institutions that have a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding, as well as financial institutions that are designated as a Community Development Financial Institution (CDFI) by the United States Treasury Department, or otherwise demonstrate commitment to community economic development.

### **AUTHORIZED SECURITIES AND TRANSACTIONS**

All investments and deposits of the Town shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that pursuant to California Government Code Section 5903(e), proceeds of bonds and any moneys set aside or pledged to secure payment of the bonds may be invested in securities or obligations described in the ordinance, resolution, indenture, agreement, or other instrument providing for the issuance of the bonds. Any revisions or extensions of these code sections will be assumed to be part of this Investment Policy immediately upon being enacted. However, in the event that amendments to these sections conflict with this Investment Policy and past Town investment practices, the Town may delay adherence to the new requirements when it is deemed in the best interest of the Town to do so. In such instances, after consultation with the Town's attorney, the Treasurer will present a recommended course of action to the Town Council for approval. All investment limits specified in the Policy are calculated at the time of investment.

The Town has further restricted the eligible types of securities and transactions as follows:

1. United States Treasury bills, notes, bonds, or certificates with a final maturity not exceeding five years from the date of trade settlement.
2. Federal Agency Obligations for which the faith and credit of the United States are pledged for the payment of principal and interest and which have a final maturity not exceeding five years from the date of trade settlement. There is no limit on the percentage of the



portfolio that can be invested in this category, however, no more than 20% of the town's total portfolio shall be invested in the combination of Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC) mortgage-backed securities.

3. Federal Instrumentality (government sponsored enterprise) debentures, discount notes, callable securities, step-up securities, and mortgage-backed securities (including FNMA and FHLMC) with a final maturity not exceeding five years from the date of trade settlement. There is no limit on the percentage of the portfolio that can be invested in this category, however, no more than 20% of the town's total portfolio shall be invested in the combination of GNMA, FNMA, and FHLMC mortgage-backed securities.
4. Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:

A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of five hundred million dollars (\$500,000,000) and (3) Have debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.

B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

Purchases of eligible commercial paper shall not exceed:

- 10% of the outstanding commercial paper of any single corporate issuer,
- 5% of the Town's total portfolio in the commercial paper of any one issuer, and
- 25% of the Town's total portfolio.

5. Eligible Bankers Acceptances with a maturity not exceeding 180 days from the date of trade settlement, issued by a state or national bank with combined capital and surplus of at least \$250 million, whose deposits are insured by the FDIC, and whose senior long-term debt is rated at least A or the equivalent by a NRSRO at the time of purchase. No more than 5% of the Town's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 30% of the Town's total portfolio.

6. Medium Term Notes (Corporate Notes) issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement and rated at least "A" or the equivalent by a NRSRO **at the time of the purchase**. No more than 5% of the Town's total portfolio shall be invested in the medium-term notes of any one issuer and the aggregate investment in medium-term notes shall not exceed 30% of the Town's total portfolio.
7. Municipal & State Obligations:
- A. Municipal bonds including registered notes or bonds of any of the 50 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the 50 states.
- B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, operated by the local agency, or by a department, board, agency, or authority of the local agency.

Municipal bonds must be rated at least "A" or the equivalent by a NRSRO with maturities not exceeding five years from the date of the trade settlement. No more than 5% of the Town's total portfolio shall be invested in "A" rated bonds or in the bonds of any one municipality. In addition, the aggregate investment in municipal bonds may not exceed 30% of the total portfolio.

8. Certificates of Deposit with a final maturity not exceeding five years from the date of trade settlement. The aggregate investment in certificates of deposit shall not exceed 30% of the Town's portfolio, and no more than 5% of the portfolio shall be held in any one deposit or allocated to any one issuer. Certificates of Deposit shall be issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a state-licensed branch of a foreign bank or by a federally licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated at least "A" or the equivalent by a NRSRO.

Negotiable certificates of deposit issued by a nationally or state-chartered bank, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposits are subject to the limitations of Section 53601(i), shall be fully insured by the FDIC with a corresponding FDIC certification number, and shall be delivered through the Depository Trust Company.

Non-Negotiable certificates of deposit issued by a nationally or state-chartered bank, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of non-negotiable certificates of deposit are subject to the limitations of Sections 53601(n) and 53638 and shall be fully insured by the FDIC with a corresponding FDIC certification number.

<b>TITLE: Investment Policy</b>	<b>PAGE:</b> 7 of 10	<b>POLICY NUMBER:</b> 4-02	<i>ITEM NO. 7.</i>
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Private sector entities may be used to place certificates of deposit subject to the limitations of Section 53601.8.

9. State of California’s Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1. The aggregate amount invested in LAIF shall not exceed the maximum allowed by the fund.
  
10. Money Market Funds registered under the Investment Company Act of 1940 that (1) are “no-load” (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant net asset value per share of \$1.00; (3) invest only in government securities,-and (4) have a rating of at least AAA or the equivalent by at least two NRSROs. No more than 10% of the Town’s total portfolio shall be invested in money market funds of any one issuer, and the aggregate investment in money market funds shall not exceed 20% of the Town’s total portfolio.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the Town’s discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

The foregoing list of authorized securities and transactions shall be strictly interpreted. Any deviation from it must be preapproved by resolution of the Town Council.

### **PORTFOLIO MATURITIES AND LIQUIDITY**

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The Town will not invest in securities maturing more than five years from the date of trade settlement, unless the Town Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

### **SELECTION OF BROKER/DEALERS**

The Treasurer shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of the Town to purchase securities only from those authorized firms. To be eligible, a firm must meet at least one of the following criteria:

- Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure; or
- Report voluntarily to the Federal Reserve Bank of New York; or
- Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

In addition, authorized broker/dealers must be licensed by the State of California as a broker/dealer as defined in Section 25004 of the California Corporations Code.

The Town may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved broker/dealers.

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Such broker/dealers will comply with the selection criteria above and the list of approved firms shall be provided to the Town on an annual basis or upon request.

In the event that an external investment advisor is not used in the process of recommending a particular transaction in the Town's portfolio, authorized broker/dealers shall attest in writing that they have received and reviewed a copy of the this Investment Policy and shall be required to submit and annually update a Town approved Broker/Dealer Information request form, which includes the firm's most recent financial statements.

The Town may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 4 of the Authorized Securities and Transactions section of this Investment Policy.

### **COMPETITIVE TRANSACTIONS**

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the Town is offered a security for which there is no other readily available competitive offering, the Treasurer will document quotations for comparable or alternative securities.

### **SELECTION OF BANKS**

The Treasurer shall maintain a list of banks and savings banks approved to provide banking services for the Town. To be eligible, a bank must be a member of the Federal Deposit Insurance Corporation, must qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and shall secure deposits in excess of FDIC coverage in accordance with California Government Code Section 53652.

Authorized banks that accept deposits from the Town shall meet high standards with regard to liquidity, asset quality, profitability and capital adequacy. The Treasurer shall utilize a commercial bank rating service to perform credit analysis on banks seeking authorization. Banks that in the judgment of the Treasurer no longer offer adequate safety to the Town shall be removed from the Town's list of authorized banks.

### **SAFEKEEPING AND CUSTODY**

The Treasurer shall select one or more financial institutions to provide safekeeping and custodial services for the Town. A Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

Custodian banks will be selected on the basis of their ability to provide services for the Town's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the Town. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities, purchased by the Town, will be delivered by book entry and will be held in third-party safekeeping by a Town approved custodian bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by the Town shall be held in the Federal Reserve System in a customer account for the custodian bank which will name the Town as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for the Town as "customer."

### **PORTFOLIO PERFORMANCE**

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the Town's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's weighted average effective maturity. When comparing the performance of the Town's portfolio, its rate of return will be computed net of all fees and expenses.

### **REPORTING**

Every month, the Treasurer shall prepare a report that conforms to Government Code Section 41004. The report shall be submitted to the Town Clerk within 45 days after the end of each month for inclusion as an agenda item at the next scheduled Town Council meeting. The report shall include the following information:

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the Town;
2. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
3. Realized and unrealized gains or losses calculated by amortized cost and by fair value;
4. The weighted average maturity of the portfolio and a percentage breakdown of the total portfolio by maturity;
5. A description of the funds, investments and programs that are under the management of contracted parties;
6. The Town of Los Gatos Environmental, Social and Governance (ESG) scores;
7. A statement of compliance with this Investment Policy or an explanation for non-compliance; and

<b>TITLE: Investment Policy</b>	<b>PAGE:</b> 10 of 10	<b>POLICY NUMBER:</b> 4-02	<i>ITEM NO. 7.</i>
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8. A statement of the ability to meet expenditure requirements for the next six months, and an explanation of why money will not be available if that is the case.

**PROCEDURES**

This Investment Policy shall be adopted by resolution of the Town Council. Annually the Town Manager shall present this Investment Policy to the Town Council and the Finance Commission for review to ensure its consistency with the Town’s investment objectives, current law and economic trends. Any amendments to this Investment Policy shall be approved by the Town Council.

APPROVED AS TO FORM:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 8.

ITEM NO: 8

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**DATE:** March 13, 2025  
**TO:** Mayor and Town Council  
**FROM:** Chris Constantin, Town Manager  
**SUBJECT:** Authorize the Town Manager to Execute a Five-Year Agreement for Services with Sweeping Corp of America for Additional Street Sweeping Services and to Provide Emergency Call Out Sweeping for a Total Agreement Amount Not to Exceed \$235,308

**RECOMMENDATION:**

Authorize the Town Manager to execute five-year Agreement for Services with Sweeping Corp of America for additional street sweeping services and to provide emergency call out sweeping as needed for a total agreement amount not to exceed \$235,308.

**BACKGROUND:**

Since July of 2024, Sweeping Corporation of America (SCA) has been providing street sweeping services for the Town through an agreement managed by the Town's trash and recycle hauling company, West Valley Recycles (WVR). The cost of this service is paid through the waste collection rates residents pay to WVR. Prior to this contracted service, Town staff provided all street sweeping services.

The street sweeping provided through WVR occurs once per month, consistent with the level of service previously provided by Town staff. During the fall months of November and December, extra street sweeping is needed to address leaf fall. Additionally, on call sweeping services are needed to address emergencies, such as spills and illicit dumps which can enter our storm drains.

**PREPARED BY:** Dan Keller  
Facilities & Environmental Services Manager

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

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SUBJECT: Authorize the Town Manager to Execute a Five-Year Agreement for Services with Sweeping Corp of America

DATE: March 13, 2025

DISCUSSION:

Since July of 2024, Town staff has continued to provide supplemental street sweeping services as needed. The Town owned street sweeper is at the end of life making it increasingly unreliable for staff use. As such, staff is recommending this supplemental agreement with SCA using the Single Source option under the Town’s Purchasing Policy. The Single Source contract allows the Town to use SCA for this work and will provide continuity and consistency of service that could not be achieved if the Town were to contract with a different third-party contractor.

The proposed agreement structure ensures continuity of service while maximizing savings over multiple years. Additionally, the contract includes cancellation provisions should the need arise during the contract term.

The current value of the five-year term (excluding potential future consumer price index adjustments) is \$235,308 and the yearly breakdown of costs under the new contract will be:

<b>Annual Breakdown:</b>	<b>Dates:</b>	<b>Amount</b>
Year 1 (FY2024/25)	4/1/25 through 6/30/25	\$24,012
Year 2 (FY2025/26)	7/1/25 through 6/30/26	\$52,824
Year 3 (FY2026/27)	7/1/26 through 6/30/27	\$52,824
Year 4 (FY2027/28)	7/1/27 through 6/30/28	\$52,824
Year 5 (FY2028/29)	7/1/28 through 6/30/29	\$52,824

Future year contract amounts will be adjusted based on the Consumer Price Index with amendments to the agreement cost brought forward when needed. Staff is seeking the five-year agreement recognizing that the future years will be subject to operating budget appropriations.

CONCLUSION:

Staff recommends authorizing this agreement to provide for required on call street sweeping of Town streets.

FISCAL IMPACT:

There are sufficient funds available in the FY 2025/26 Parks and Public Works Streets and Signals Program (5401) Operating Budget Account 63361 for the contract.



PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Execute a Five-Year Agreement for Services with Sweeping Corp of America

DATE: March 13, 2025

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15378(b)(5), approval of this agreement is not a project subject to CEQA because it is an administrative activity that will not impact the environment.

Attachment:

1. Agreement for Services with Exhibit A - Proposal

## AGREEMENT FOR SERVICES

### PREAMBLE

THIS AGREEMENT is dated for identification on March 18, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and Sweeping Corp of America (“Service Provider”), identified as an (LLC) and whose address is 1113 N. Shaw Road, Stockton, CA 95215. This Agreement is made with reference to the following facts.

### I. RECITALS

1.1 For the services described in this Agreement, and Service Provider was selected as a single source Service Provider.

1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3 Town desires to engage Service Provider to provide Additional and on-call street sweeping (beyond existing contract).

1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

### II. AGREEMENTS

2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on December 30, 2024 which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. The effective date of this Agreement shall begin upon execution through June 30, 2029, subject to appropriation of funds, notwithstanding any other provision in this agreement.

2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are

the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation: Compensation for year one (FY 2024/25) shall not exceed \$24,012. Compensation for future years will be the base cost of \$52,824 and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task.

Year 1 – FY 2024/25 = \$24,012

Year 2 – FY 2025/26 = \$52,824

Year 3 – FY 2026/27 = \$52,824

Year 4 – FY 2027/28 = \$52,824

Year 5 – FY 2028/29 = \$52,824

For a total agreement **not to exceed \$235,308\***

\*Total compensation does not include CPI adjustments for Years 2-5.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos  
 Attn: Accounts Payable  
 P.O. Box 655  
 Los Gatos, CA 95031-0655  
 Email (preferred): [AP@logatosca.gov](mailto:AP@logatosca.gov)

2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the

Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### III. INSURANCE AND INDEMNIFICATION

#### 3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

#### General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any

insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.

3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

#### IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

- a. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- b. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- c. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

- d. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- e. In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- f. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- g. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- h. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney’s fee relating to such fine.



- i. The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

Sweeping Corp of America  
1113 N. Shaw Road  
Stockton, CA 95215

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

4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

Sweeping Corp of America by:

\_\_\_\_\_  
Chris Constantin, Town Manager

\_\_\_\_\_  
Daniel Brad Becker , President

Recommended by:

\_\_\_\_\_  
Nicolle Burnham,  
Director of Parks and Public Works

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

Attest:

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk



Dear Daniel,

Below is the sweep proposal for the *Town of Los Gatos*

Location: **Los Gatos, CA**

**Scope of work:** Additional residential sweeping on-call/ emergency sweeping.

**Additional scheduled residential sweeping 63.00 per curb mile (Prevailing wage rate).**

**Approx. 324 monthly curb miles. (13 routes including bike lanes and parking lots)**

**Frequency: residential 1X per month (see calendar attached i.e.)**

**Includes bike lanes and parking lots swept 1x per month.**

**Downtown weekly 4x per month.**

**On-call sweeping \$265 per hr.**

**Emergency sweeping \$300.00 per hr. (4hr min portal to portal)**

**Additional residential per month billing \$20,412.00**

**\*+annual CPI**

**Debris: dump at city yard.**

**\*Equipment: *Tymco 600/A7000- SWPPP-Storm Water Certified.***

Please let me know if there is anything we can assist with.

Thanks,

Jesse Alvarado

*Region Operations Manager*

Sweeping Corp of America (Operating as Contract Sweeping Services)

1113 N Shaw rd, Stockton, CA 95215

O-408-498-4631 I C-209-229-5999

[jalvarado@contractssweeping.com](mailto:jalvarado@contractssweeping.com)

Customer Support

[cs@contractssweeping.com](mailto:cs@contractssweeping.com)



**NOTE:**

2sw @ \$20,412 = 40,824

10- 4hr call-outs =12,000

Annual cost \$52,824

# January 2025

Town Of Los Gatos

December '24						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '25						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4
5	6	7	8	9	10	11
	ROUTE T5	ROUTE T1	ROUTE T6	ROUTE T2		
	WEEK 1 MON.	WEEK 1 TUES.	WEEK 1 WED.	WEEK 1 THURS.	DOWNTOWN	
12	13	14	15	16	17	18
	ROUTE T8 A, B	ROUTE T3	ROUTE T7 A, B, C	ROUTE T4	DOWNTOWN	BIKE LANES (3)
	WEEK 2 MON.	WEEK 2 TUES.	WEEK 2 WED.	WEEK 2 THURS.	DOWNTOWN	
					PARKING LOTS	
19	20	21	22	23	24	25
					DOWNTOWN	
26	27	28	29	30	31	1
					DOWNTOWN	
2	3	Notes				



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 9.

ITEM NO: 9

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**DATE:** March 13, 2025  
**TO:** Mayor and Town Council  
**FROM:** Gabrielle Whelan, Town Attorney  
**SUBJECT:** Approve the First Amendment to the Purchase and Sale Agreement for Property Adjacent to Shannon Road to Include the Assignment and Assumption of Purchase Agreement; and Authorize the Town Manager to Execute the Agreement

**RECOMMENDATION:**

Approve the First Amendment to the Purchase and Sale Agreement for Property Adjacent to Shannon Road to include the Assignment and Assumption of Purchase Agreement; and Authorize the Town Manager to Execute the Agreement.

**BACKGROUND:**

The Town executed a purchase and sale agreement with John Hoffee for the purchase of real property adjacent to Shannon Road. The real property is needed by the Town in order to make repairs to Shannon Road.

After execution of the purchase and sale agreement, Mr. Hoffee transferred the real property to the "Shannon Road LLC."

**DISCUSSION:**

This transfer of the real property will necessitate an amendment to the previously executed purchase and sale agreement to assign Mr. Hoffee's rights to Shannon Road LLC, have Shannon Road LLC assume Mr. Hoffee's obligations, and clarify that both Mr. Hoffee and the Shannon Road LLC release the Town from any claims.

**PREPARED BY:** Gabrielle Whelan  
Town Attorney

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Reviewed by: Town Manager and Finance Director

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PAGE 2 OF 2

SUBJECT: Assignment and Amendment of Purchase and Sale Agreement (Shannon Road)

DATE: March 13, 2025

CONCLUSION:

Staff recommends that the Town Council approve the proposed Assignment and Amendment of Purchase and Sale Agreement and authorize its execution by the Town Manager.

COORDINATION:

This report was coordinated with the Director of Parks and Public Works.

FISCAL IMPACT:

There is no fiscal impact to the Town in that the Assignment and Amendment of the Purchase and Sale Agreement has been prepared by Mr. Hoffee, the original seller.

ENVIRONMENTAL ASSESSMENT:

Approval and execution of the Assignment and Amendment to the Purchase and Sale Agreement is not a project defined under CEQA because it amends the identity of the seller and will not impact the physical environment, and no further action is required.

Attachments:

1. Assignment and Amendment of Purchase and Sale Agreement
2. Original Purchase and Sale Agreement

**FIRST AMENDMENT TO PURCHASE AND SALE  
AND SETTLEMENT AGREEMENT**

This First Amendment to Purchase and Sale and Settlement Agreement (this “**First Amendment**”) is made and entered into as of March \_\_\_\_, 2025 (“**Amendment Date**”), by and among **JOHN W. HOFFEE** (“**Original Seller**”), **SHANNON ROAD, LLC**, a California limited liability company (“**Assignee**”), and **TOWN OF LOS GATOS**, a California municipal corporation (“**Buyer**”).

**RECITALS**

A. Original Seller and Buyer entered into that certain Purchase and Sale and Settlement Agreement with an “Effective Date” of February 12, 2025 (the “**Purchase Agreement**”), pursuant to which Original Seller agreed to sell and convey to Buyer, and Buyer agreed to purchase from Original Seller, that certain Property referred to in Recital B of the Purchase Agreement, including, without limitation, a portion of that certain real property commonly known as 14915 Shannon Road in the Town of Los Gatos, County of Santa Clara, State of California (APN 537-27-047) (the “**Larger Parcel**”), and more particularly described in Exhibit A attached to the Purchase Agreement.

B. Original Seller transferred its interest in the Larger Parcel to Assignee by Grant Deed recorded on February 26, 2025.

C. Original Seller and Buyer now desire to modify and amend the Purchase Agreement to, among other things, effectuate the assignment of Original Seller’s interest in the Purchase Agreement to Assignee, as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Recitals, Defined Terms. The foregoing recitations are true and correct. Each capitalized term used herein, that is not otherwise defined or modified herein, shall have the meaning ascribed to it in the Purchase Agreement.

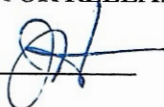
2. Assignment and Assumption of Purchase Agreement. Original Seller hereby transfers and assigns to Assignee all of Original Seller’s right, title and interest in and under the Purchase Agreement, and Assignee hereby accepts such assignment and assumes all of Original Seller’s obligations and duties under the Purchase Agreement. Assignee hereby agrees to be bound by the terms and conditions of the Purchase Agreement, as amended by this First Amendment.


3. Extended Review Period for Title Matters. Original Seller, Assignee and Buyer hereby agree and acknowledge that the second sentence of Section 7.2 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following: “By March 21, 2025, Buyer shall have completed its review of all title matters affecting the Property to the extent desired by Buyer and shall obtain whatever assurances and/or commitments it desires from the Title Company as to title matters and the title insurance policies which Buyer desires Title Company to issue to Buyer at the Closing for the Property (the “**Title Policy**”).”

4. Waiver of Property Rights and Interests. Upon receipt by Assignee of the Purchase Price, subject to the terms and conditions set forth in the Purchase Agreement (as amended hereby), Original Seller and each member of Original Seller for itself and for its respective agents, successors and assigns, and Assignee and each member of Assignee for itself and for its respective agents, successors and assigns (collectively, the "**Releasing Parties**") fully releases, acquits and discharges Buyer and its officers, officials, board members, employees, attorneys, accountants, other professionals, insurers, and agents, all entities, boards, commissions, and bodies related to any of them, and designated volunteers (collectively, the "**Buyer Parties**") from all claims that the Releasing Parties have or may have against the Buyer Parties arising out of or related to Buyer's acquisition of the Property, including, without limitation, all of Original Seller's (and/or Assignee's) property rights and interests in the Property, including but not limited to (i) any improvements, including improvements pertaining to the realty, furniture, fixture, and equipment, (ii) business goodwill and lost income (past or future) relating to the Property, (iii) lost income, (iv) relocation benefits, if any, (v) severance damages, if any, (vi) any damages to the remaining portion of the Property not acquired by Buyer or its value, (vii) any and all rights pertaining to the Eminent Domain Law contained in the Code of Civil Procedure Sections 1230.010 et seq., including, but not limited to the Code of Civil Procedure Section 1245.235, (viii) economic or consequential damages, (ix) professional consultant fees and attorneys' fees and costs in connection with the Lawsuit or otherwise, and (x) all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by the Releasing Parties by reason of Buyer's acquisition of the Property, provided, however, notwithstanding anything to the contrary, nothing herein shall release Buyer or any Buyer Parties from any liability resulting from Buyer's breach of any agreement, warranty, covenant or obligations for which it is responsible under the Purchase Agreement (as amended hereby).

(i) Waiver of Civil Code Section 1542. Original Seller and Assignee, each on behalf of itself and their respective agents, successors and assigns, expressly waive all rights under Section 1542 of the Civil Code of the State of California ("**Section 1542**"), or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision thereof, similar to Section 1542 (hereinafter referred to as a "**Similar Provision**"). Thus, Original Seller and Assignee, and each of their agents, successors and assigns, and any business, enterprise, or venture in which they are involved, may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or assert in any manner the matters released in Section 4 above. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Original Seller's Initials: 

Assignee's Initials: 

(ii) Tenant or Other Interests. Original Seller and Assignee represent and warrant that, except as specified below, there are no oral or written leases on any portion of the Property, and no claims by a third party of a right to use any portion of the Property. Original Seller and Assignee shall hold harmless and reimburse Buyer for any and all losses and expenses occasioned by any such lease or claim and arising from Buyer's efforts to remove or eliminate such lease or claim to allow development and use of the Project. The following parties have or may assert lease or other rights to use portions of the Property: Rich Worthington ("**Tenant**"), a tenant occupying the Property.



(iii) Survival. The provisions of this Section 4 shall survive the Closing and shall not be merged into the Grant Deed and shall be fully enforceable after the Close of Escrow.

5. Continuing Seller Responsibility. Notwithstanding any other provision of this First Amendment, Original Seller remains fully liable for all Seller obligations under the Purchase Agreement (as amended hereby).

6. Representations and Warranties. Assignee represents and warrants that the representations and warranties set forth in Sections 4.2, 13.1, 13.3, 13.4, 13.5, 13.6, 13.7, 13.9, 13.10, 13.11, and 14 are true, correct, and accurate as of the Amendment Date and will be accurate at the Closing Date. Original Seller represents that the representations and warranties set forth in Sections 4.2, 13.1, 13.3, 13.4, 13.5, 13.6, 13.7, 13.9, 13.10, 13.11, and 14 are true, correct, and accurate as of the Amendment Date and will be accurate at the Closing Date.

7. Notices. Notices to Assignee shall be delivered to the following address:

Richard H. Gillette  
P.O. Box 1189  
Carlsbad, CA 92018

8. Full Force and Effect. Except as specifically amended hereby, the Purchase Agreement remains unmodified and in full force and effect and is hereby ratified by the parties hereto. In the event that any of the terms or conditions of the Purchase Agreement conflict with this First Amendment, the terms and conditions of this First Amendment shall control. Any references to the "Agreement" in the Purchase Agreement or any document delivered in connection therewith shall be deemed to mean the Purchase Agreement as amended hereby.

9. Authorization. Original Seller and Assignee hereby represent to Buyer that this First Amendment has been duly authorized by Original Seller and Assignee, respectively, and that the person executing this First Amendment on behalf of Original Seller and Assignee, respectively, is duly authorized to execute this First Amendment on behalf of Original Seller and Assignee, respectively, and this First Amendment, upon execution of the same by Buyer, shall be enforceable against Original Seller and Assignee in accordance with its terms. Buyer hereby represents to Original Seller that this First Amendment has been duly authorized by Buyer and that the person executing this First Amendment on behalf of Buyer is duly authorized to execute this First Amendment on behalf of Buyer, and this First Amendment, upon execution of the same by Original Seller and Assignee, shall be enforceable against Buyer in accordance with its terms.

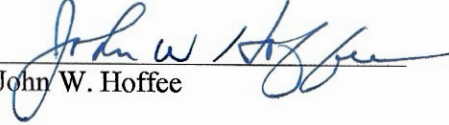
10. Counterparts; Signatures. This First Amendment may be executed and delivered by PDF, email, DocuSign or facsimile signatures and in several or separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement.

[balance of page is intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date set forth below.

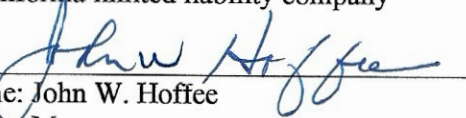
**"ORIGINAL SELLER":**

**JOHN W. HOFFEE**

By:   
John W. Hoffee

**"ASSIGNEE":**

**SHANNON ROAD, LLC,**  
a California limited liability company

By:   
Name: John W. Hoffee  
Title: Manager

**"BUYER":**

**TOWN OF LOS GATOS,**  
a California municipal corporation

By: \_\_\_\_\_  
Matthew Hudes, Mayor

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

Attest:

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk

## PURCHASE AND SALE AND SETTLEMENT AGREEMENT

This PURCHASE AND SALE AND SETTLEMENT AGREEMENT (“**Agreement**”) is made and entered into as of February 12, 2025 (“**Effective Date**”), by and between **JOHN W. HOFFEE**, (“**Seller**”) and the **TOWN OF LOS GATOS**, a California municipal corporation, as buyer (“**Buyer**”). Seller and Buyer may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Seller is the owner of that certain approximately 27.09-acre parcel located at 14915 Shannon Road, Los Gatos, CA (APN 537-27-047) (the “**Larger Parcel**”).

B. Buyer desires to acquire a fee simple interest in a portion of the Larger Parcel for the Shannon Road Capital Improvement Project (CIP No. 811-0008) (the “**Project**”). Specifically, a fee simple interest in an approximately 29,807 square foot portion of the Larger Parcel, which is more particularly described and depicted in Exhibit A (the “**Property**”). The Property is comprised of (1) an approximately 21,929 square foot strip of land within the existing Shannon Road right of way; and (2) an approximately 7,878 square foot strip of land along the Larger Parcel’s frontage on Shannon Road. The Project will repair Shannon Road’s roadbed, increase Shannon Road’s pavement width, install guardrails, and install retaining walls on the north side of Shannon Road. The Property is necessary for the Project.

C. On or about October 14, 2024, Buyer sent Seller an offer to purchase the Property pursuant to Government Code section 7267.2.

D. On November 19, 2024, the Town Council of the Town of Los Gatos adopted a Resolution of Necessity authorizing Buyer to file a lawsuit in the Superior Court of the County of Santa Clara to acquire the Property via eminent domain (“**Lawsuit**”).

E. The Parties recognize the expense, time, effort and risk in determining the just compensation to be paid for the Property by eminent domain. Therefore, in lieu of eminent domain proceedings for the acquisition of the Property, the just compensation set forth herein is in compromise and settlement thereof, and the Parties desire to enter into this Agreement.

### AGREEMENT

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The recitals set forth above in the section entitled “**Recitals**” are true and correct and are incorporated herein by this reference.
2. Sale and Purchase of the Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth herein.
3. Purchase Price. The total purchase price for the Property shall be Thirty-Nine Thousand Four Hundred and No/100 Dollars (\$39,400.00) (the “**Purchase Price**”). The Parties acknowledge and agree that the Purchase Price is full monetary compensation for Buyer’s purchase of the Property, including but not limited to damages related to disruption of Seller’s businesses

or to the use or enjoyment of or benefits, severance damage, pre-condemnation damages, attorneys' fees, litigation costs and expenses, or any other claims of costs or damages incurred.

4. Waiver of Property Rights and Interests. Upon receipt by Seller of the Purchase Price, subject to the terms and conditions set forth in this Agreement, Seller and each member of Seller for itself and for its respective agents, successors and assigns (collectively, the "Releasing Parties") fully releases, acquits and discharges Buyer and its officers, officials, board members, employees, attorneys, accountants, other professionals, insurers, and agents, all entities, boards, commissions, and bodies related to any of them, and designated volunteers (collectively, the "Buyer Parties") from all claims that the Releasing Parties have or may have against the Buyer Parties arising out of or related to Buyer's acquisition of the Property, including, without limitation, all of Seller's property rights and interests in the Property, including but not limited to (i) any improvements, including improvements pertaining to the realty, furniture, fixture, and equipment, (ii) business goodwill and lost income (past or future) relating to the Property, (iii) lost income, (iv) relocation benefits, if any, (v) severance damages, if any, (vi) any damages to the remaining portion of the Property not acquired by Buyer or its value, (vii) any and all rights pertaining to the Eminent Domain Law contained in the Code of Civil Procedure sections 1230.010 *et seq.*, including, but not limited to the Code of Civil Procedure section 1245.235, (viii) economic or consequential damages, (ix) professional consultant fees and attorney's fees and costs in connection with the Lawsuit or otherwise, and (x) all other costs, and any and all compensable interests, and/or damages, and/or claims, of any kind and nature, claimed or to be claimed, suffered or to be suffered, by the Releasing Parties by reason of Buyer's acquisition of the Property, provided, however, notwithstanding anything to the contrary, nothing herein shall release Buyer or any Buyer Parties from any liability resulting from Buyer's breach of any agreement, warranty, covenant or obligations for which it is responsible under this Agreement.

4.1 Waiver of Civil Code Section 1542. Seller, on behalf of itself and its agents, successors and assigns, expressly waives all rights under Section 1542 of the Civil Code of the State of California ("Section 1542"), or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision thereof, similar to Section 1542 (hereinafter referred to as a "Similar Provision"). Thus, Seller and its agents, successors and assigns, and any business, enterprise, or venture in which they are involved, may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or assert in any manner the matters released in Section 4 above. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**Seller's Initials:**

  
John W. Hoffee

4.2 Tenant or Other Interests. Seller represents and warrants that except as specified below there are no oral or written leases on any portion of the Property, and no claims by a third party of a right to use any portion of the Property. Seller shall hold harmless and reimburse Buyer for any and all losses and expenses occasioned by any such lease or claim and arising from Buyer's efforts to remove or eliminate such lease or claim to allow development and use of the Project. The following parties have or may assert lease or other rights to use portions of the Property: Rich Worthington ("Tenant"), a tenant occupying the Property.

4.3 Survival. The provisions of this Section 4 shall survive the Closing and shall not be merged into the Grant Deed and shall be fully enforceable after Close of Escrow (Closing and Close of Escrow defined in Section 9.3, below).

5. "As Is" Sale; Release by Buyer. Buyer specifically acknowledges and agrees that Seller is selling and Buyer is purchasing the Property on an "As-Is, Where-Is, With All Faults" basis as of the Closing and that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, its agents, employees or attorneys as to any matters concerning the Property, including without limitation: (a) the quality, nature, adequacy and physical condition of the Property and any improvements thereon, (b) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (c) the presence of hazardous materials on, under or about the Property or the adjoining or neighboring lands, (d) the quality of any labor and materials used in any improvements on the Property, and (e) the condition of title to the Property. Seller hereby specifically disclaims: (i) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Property, or the performance of Seller's obligations hereunder including, without limitation, all implied warranties of merchantability, habitability and/or fitness for a particular purpose; and (ii) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (x) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil, and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which Buyer may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous substances) or compliance with applicable environmental laws; (y) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise; and (z) the compliance of the Property or other items conveyed hereunder or its operation with any laws (including environmental laws), ordinances, rules, requirements, resolutions, policy statements and regulations.

6. Intentionally Omitted.

7. Conveyance of Title/Title Policy.

7.1 Subject to the fulfillment of the conditions precedent described in Section 11 below, at the Close of Escrow, Seller shall grant to Buyer the Property by Grant Deed in substantially the form attached as Exhibit B and incorporated herein by reference, free and clear of all recorded and unrecorded liens, encumbrances, assessments, other property, leases, including any and all unrecorded leases, taxes, and exceptions to title except (a) County and City taxes not yet due and payable; (b) such other exceptions which are approved and/or accepted by Buyer in

writing prior to Close of Escrow; and (c) matters created by, through or under Buyer (collectively, **“Approved Conditions of Title”**).

7.2 Buyer shall cause Chicago Title Company (the **“Title Company”**) to deliver to Seller and Buyer an updated Preliminary Title Report for the Property within five (5) business days after the later of the Effective Date or the date Escrow (defined in Section 8, below) is opened, and in any event, no later than ten business days prior to Close of Escrow. Within thirty (30) days from the Effective Date, Buyer shall have completed its review of all title matters affecting the Property to the extent desired by Buyer and shall obtain whatever assurances and/or commitments it desires from the Title Company as to title matters and the title insurance policies which Buyer desires the Title Company to issue to Buyer at the Closing for the Property (the **“Title Policy”**). Buyer shall cause Escrow Agent (defined in Section 8, below) at Close of Escrow to provide Buyer with a standard CLTA or ALTA (as the Buyer may request in its sole discretion) policy of title insurance in the amount of the Purchase Price issued by the Title Company, together with any endorsements reasonably requested by Buyer, showing title vested in Buyer for the Property, subject only to the Approved Conditions of Title set forth above and the standard and printed exceptions, exclusions and stipulations contained in the form of owner’s title insurance policy to be obtained by Buyer. Buyer shall pay all premiums for the Title Policy and any endorsements to the Title Policy.

8. Escrow. Buyer and Seller have opened or shall, within five (5) days of the Effective Date of this Agreement, open an escrow (**“Escrow”**) in accordance with this Agreement at Chicago Title Company (**“Escrow Agent”**), in Escrow Agent’s office located at 3620 Happy Valley Road # 100, Lafayette, CA 94549, Tel: (510) 943-3886, Email: Laurie.Edwards@ctt.com. This Agreement, together with any supplemental escrow instructions prepared by Escrow Agent and executed by Buyer and Seller, constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. Seller and Buyer shall execute and deliver to Escrow Agent any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. The Parties agree to do all acts necessary to close the Escrow in the shortest possible time.

9. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

9.1 Costs and Expenses. Charge to Buyer: (a) all premiums for the Title Policy and any title endorsements, (b) all documentary transfer taxes, (c) all Town transfer taxes, (d) all fees charged by the Escrow Agent in connection with the consummation of the transaction described herein, and (e) all document recording charges, all of which shall be paid by Buyer through Escrow. Buyer shall pay outside of Escrow all costs and expenses related to its due diligence investigations, and all legal and professional fees and costs of attorneys and other consultants and agents retained by Buyer. Seller shall pay outside of Escrow all legal fees and costs incurred by Seller. If the Closing does not occur for any reason, then Buyer shall pay all cancellation fees charged by Escrow Agent.

9.2 Disbursement.

(a) Disburse funds, including the Purchase Price to Seller or the individual members of Seller as they may direct; provided, if Seller fails to provide such directions or the members of Seller provide inconsistent directions, Escrow Agent may retain all or a portion of such funds as it deems prudent until the members of Seller provide consistent directions, and Buyer shall not have any liability to Seller or its individual members arising from failure or delay to distribute funds or distribution of funds contrary to any member of Seller's directions.

(b) Record the Grant Deed and Certificate of Acceptance.

(c) Deliver to Buyer the originals of the Title Policy, and the Non-Foreign Transferor Declaration; and the Tenant Waiver(s) and Release(s); deliver to Buyer and Seller conformed copies of the Grant Deed and Certificate of Acceptance when conditions of the Escrow have been fulfilled by Buyer and Seller.

9.3 Close of Escrow. The terms "Closing" or "Close of Escrow," if and where written in these instructions, shall be deemed to have occurred on the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the San Joaquin County Recorder.

9.4 Time Limits. All time limits within which any matter specified is to be performed may be extended only by the mutual agreement of the Parties. Any amendment of, or supplement to, any instructions must be in writing.

9.5 Time of the Essence. Time is of the essence of this Agreement.

9.6 FIRPTA. Seller and Buyer agree to execute and deliver as directed by Escrow Agent any instrument, affidavit, and statement, including without limitation the Non-Foreign Transferor Declaration which is attached hereto as Exhibit C, if applicable, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder.

9.7 Tax Requirements. Escrow Agent shall prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement and tax withholding forms, and be responsible for withholding taxes, if any such forms are provided for or required by law.

9.8 Transfer Taxes. Buyer represents and warrants that no transfer tax shall be due because Buyer is a public entity.

10. Intentionally Omitted.

11. Conditions Precedent to Close of Escrow.

11.1 Buyer's Conditions Prior to Closing; Seller's Deposits. The obligation of Buyer to complete purchase of the Property is subject to satisfaction of (or Buyer's waiver in writing thereof) the following conditions:

(a) At or before the Closing, Seller shall deliver through Escrow the executed, acknowledged and recordable Grant Deed.

(b) At or before the Closing, Seller shall deliver through Escrow a Non-Foreign Transferor Declaration, from each member of Seller, if applicable.

(c) At or before the Closing, Seller shall deliver through Escrow executed Tenant Waiver(s) and Release(s) in the form of Exhibit D from Tenant(s).

(d) At or before the Closing, Seller shall deposit into Escrow such other documents as are reasonably required by the Title Company and/or Escrow Agent to close the Escrow and consummate the purchase and sale of the Property in accordance with the terms of this Agreement.

(e) Seller shall not be in default of any of its obligations under the terms of this Agreement, and all of Seller's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the Close of Escrow.

(f) Escrow Agent shall have committed to deliver to Buyer the Title Policy as provided in Section 7.2 of this Agreement subject only to the Approved Conditions of Title.

On failure of any of the conditions set forth above, Buyer may terminate its obligations to purchase the Property pursuant to this Agreement with no further liability to Seller by giving notice to Seller on or before the expiration of the time allowed for each condition.

11.2 Seller's Conditions Precedent to Closing: Buyer's Deposits. The obligation of Seller to complete sale of the Property is subject to satisfaction of (or Seller's waiver in writing thereof) the following conditions:

(a) At or before the Closing, Buyer shall have deposited into Escrow a duly executed and acknowledged Certificate of Acceptance in the form attached to the Grant Deed in Exhibit B for the Escrow Agent to attach to the Grant Deed for recordation.

(b) At or before the Closing, Buyer shall have deposited into Escrow (i) the Purchase Price in immediately available funds, and (ii) the closing costs as described herein.

(c) At or before the Closing, Buyer shall deposit into Escrow such other documents as are necessary to comply with Buyer's obligations under this Agreement.

(d) Buyer shall not be in default of any of its obligations under the terms of this Agreement, and all of Buyer's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the Close of Escrow.

On failure of any of the conditions set forth above, Seller may terminate its obligations under this Agreement with no further liability to Buyer by giving notice to Buyer on or before the expiration of the time allowed for each condition. Seller's failure to elect to terminate its



obligations due to failure of a condition listed in this Section 11.2 shall constitute a waiver of the condition by Seller.

12. Loss or Damage to Property. Loss or damage to the Property, by fire or other casualty, occurring prior to recordation of the Grant Deed, shall be at the risk of Seller. In the event that loss or damage to the Property, by fire or other casualty, occurs prior to the recordation of the Grant Deed, Buyer may elect to either terminate this Agreement or waive the right to terminate and close Escrow without any offset to the Purchase Price or any rights to insurance proceeds, if any.

13. Warranties, Representations, and Covenants of Seller. Seller hereby warrants, represents, and/or covenants to Buyer that:

13.1 Pending Claims. To the best of Seller's actual knowledge (without duty of inquiry or investigation), there are no actions, suits, claims, legal proceedings, or administrative proceedings pending with respect to the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign, except as disclosed in the Recitals above.

13.2 Seller's Title. Until the Close of Escrow, Seller shall not intentionally do anything which would impair Seller's title to the Property.

13.3 Contracts. To the best of Seller's actual knowledge, there are no service contracts or other contractual obligations (except which Seller has disclosed to Buyer in writing) upon which Buyer is obligated pertaining to the Property, except those which can be terminated upon not more than thirty (30) days' notice.

13.4 Lease Commissions. To the best of Seller's actual knowledge, there are no outstanding leasing commissions payable for any lease as to the Property and there are no obligations to pay any leasing commission for any renewal of the tenancy of any of the tenants or for any new lease negotiated prior to Close of Escrow.

13.5 Condition of Land. To the best of Seller's current actual knowledge, without any duty of investigation or inquiry and without imputation of knowledge, there are no substances, materials or conditions on or within the Property that qualify as a hazardous material, and Seller has received no written notice alleging that the conditions of the Property are in violation of any environmental law.

13.6 Conflict with Other Obligation. To the best of Seller's actual knowledge (without any duty of inquiry or investigation), neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which Seller may be bound with respect to the Property.

13.7 Authority. Seller has the full right, power, and authority to execute and perform its obligations under this Agreement.

13.8 Bankruptcy. Seller is not the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.

13.9 Governmental Compliance. To the best of Seller's actual knowledge, Seller has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation, or requirement applicable to its use and operation. If any such notice or notices are received by Seller following the date this Agreement is signed by Buyer, Seller shall notify Buyer within ten (10) days of receipt of such notice. Seller then, at its option, may either elect to perform the work or take the necessary corrective action prior to the Close of Escrow or refuse to do so, in which case Seller shall notify Buyer of such refusal and Buyer shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement.

13.10 Tenant Waiver and Release. As of the Close of Escrow, every tenant or lessee that has any possessory or ownership interest in the Property, whether by lease, license or other agreement has provided a Tenant Waiver and Release.

13.11 Non-Foreign Transferor. Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Act or any similar state statute, and Seller will comply with all of the requirements of the Foreign Investment in Real Property Act and any similar state statute in connection with this transaction.

13.12 Change of Situation. Until the Close of Escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 13 not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Buyer.

13.13 Survival. Seller's representations, warranties, and covenants contained in this Section 13 shall survive the Close of Escrow and the recordation of the Grant Deed.

14. Broker's Commission. Seller and Buyer each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction, which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property. Seller and Buyer agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement. The provisions of this Section 14 shall survive the Close of Escrow or termination of this Agreement.

15. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either Party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding

breach of the same or any other provision. A waiving Party may at any time thereafter require further compliance by the other Party with any breach or provision so waived. The consent by one Party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a Party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either Party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other Party's breach hereunder or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

16. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if mailed, three business days after the date of posting by the United States post office; or (c) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Section. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

To Buyer:	Chris Constantin, Town Manager Town of Los Gatos 110 E Main Street Los Gatos, CA 95030
With a copy to:	Gabrielle Whelan, Town Attorney Town of Los Gatos 110 E Main Street Los Gatos, CA 95030
With a copy to:	Nicholas J. Muscolino Burke, Williams & Sorensen, LLP 1999 Harrison Street, Suite 1650 Oakland, CA 94612 E-mail: nmuscolino@bwslaw.com
To Seller:	John W. Hoffee P.O. Box 670 Kailua Kona, HI 96745 E-mail: jwh@kukio.cc
With a copy to:	Jolie Houston Berliner Cohen LLP

10 Almaden Blvd., 11th Floor  
San Jose, CA 95113  
E-mail: [Jolie.Houston@berliner.com](mailto:Jolie.Houston@berliner.com)

With a copy to: Richard H. Gillette P.O. Box 1189 Carlsbad, Ca 92018  
E-Mail: [grichard61@aol.com](mailto:grichard61@aol.com)

17. 1033 Exchange. The Parties agree to cooperate with each other in the event that Seller wishes to participate in an exchange pursuant to 26 U.S.C. section 1033 (“**1033 Exchange**”). If this occurs, Seller shall bear all costs of such exchange and Buyer shall have no liability for damages to Seller or to anyone else, including but not limited to any other exchanging party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1033 Exchange.

18. Default. Failure or delay by either Party to perform any covenant, condition, or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured Party shall give written notice of default to the Party in default, specifying the default complained of. The defaulting Party shall immediately commence to cure such default and shall diligently complete such cure within ten days from the date of the notice. The injured Party shall have the right to terminate this Agreement by written notice to the other Party in the event of a default which is not cured within such ten-day period.

19. Interpretation. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate. The words “include” and “including” shall be interpreted as though followed by the words “without limitation.” This Agreement shall be interpreted as though jointly prepared by both Parties.

20. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

21. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

22. Governing Law; Venue. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California without reference to its choice of laws rules. The exclusive venue for any disputes or legal actions shall be in the Superior Court of California, County of Santa Clara.

23. Invalidity of Provision. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way effect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

24. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.

25. Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

26. Time of Essence. Time is of the essence of each provision of this Agreement.

27. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.

28. Offer. Any delivery of unsigned copies of this Agreement is solely for the purpose of review by the Party to whom delivered, and neither the delivery nor any prior communications between the Parties, whether oral or written, shall in any way be construed as an offer by Buyer or Seller, nor in any way imply that Buyer or Seller is under any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by Seller constitutes an offer which shall not be deemed accepted by Buyer unless and until this Agreement has been executed on behalf of Buyer by its Town Manager or his/her designee as authorized by Buyer's Town Council. Seller agrees that this offer shall be acceptable and cannot be revoked for a period of 30 days following presentation by Seller.

29. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in sections 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

30. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

31. Cooperation. Each Party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

32. No Third-Party Beneficiaries. The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third-party beneficiaries to this Agreement.

33. Recitals; Exhibits. The above recitals and the following exhibits attached to this Agreement are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

- Exhibit A      Legal Description of Property
- Exhibit B      Form of Grant Deed and Certificate of Acceptance
- Exhibit C      FIRPTA Certificate
- Exhibit D      Form of Tenant Waiver and Release

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**“BUYER”:**

**TOWN OF LOS GATOS,**  
a California municipal corporation

By: Matthew Hudes  
Matthew Hudes, Mayor

Approved as to Form:

Gabrielle Whelan  
Gabrielle Whelan, Town Attorney

**“SELLER”:**

**JOHN W. HOFFEE**

By: John W. Hoffee  
John W. Hoffee

Attest:

Wendy Wood  
Wendy Wood, CMC, Town Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION AND PLAT MAP OF THE PROPERTY**

Exhibit A

OAK #4858-9541-3001 v2

00-4042-5473 v2



EXHIBIT A  
LEGAL DESCRIPTION  
Shannon Road Grant of Right of Way

All that certain real property situate in the Town of Los Gatos, County of Santa Clara, State of California, being a portion of the lands granted to Diane Barnett and Ray M. Elam, III as Co-Trustees of the Elam Family Trust A by deed filed for record May 29, 2015 as Document 22970019 in the office of the Santa Clara County Recorder, being more particularly described as follows:

Commencing at an iron pipe in monument box located at the northerly terminus of that certain course shown as "N 46° 11' 21" W, 394.60'" on the map entitled "Record of Survey of the Monument Line of Shannon Road..." filed for record July 13, 1978 in Book 422 of Maps at Pages 39-46 in said Recorder's office; said course being depicted on sheet 4 of 8 therein, thence from said point of commencement North 07°12'24" West, 26.58 feet to the true Point of Beginning of this description; thence South 55°48'03" East, 31.91 feet; thence South 48°26'38" East, 45.97 feet; thence South 46°41'49" East, 107.02 feet; thence South 45°34'03" East, 124.07 feet to the beginning of a curve concave northeasterly having a radius of 500.00 feet; thence southeasterly along the arc of said curve 74.81 feet through a central angle of 08°34'21 to the beginning of a non-tangent curve concave northeasterly having a radius of 350.00 feet, from which point the radius bears North 34°44'06" East; thence southeasterly along the arc of said curve 99.18 feet through a central angle of 16°14'09"; thence South 71°30'03" East, 57.32 feet to the beginning of a curve concave southerly having a radius of 375.00 feet; thence easterly along the arc of said curve 38.43 feet through a central angle of 5°52'20"; thence South 65°37'44" East, 153.47 feet; thence North 24°22'16" East, 5.00 feet; thence South 65°37'44" East, 9.00 feet; thence South 24°22'16" West, 5.00 feet; thence South 65°37'44" East, 33.94 feet; thence North 24°22'16" East, 33.00 feet; thence South 65°37'44" East, 20.00 feet; thence South 24°22'16" West, 33.00 feet; thence South 65°37'44" East, 68.97 feet to the beginning of a curve concave southerly having a radius of 325.00 feet; thence southeasterly 44.19 feet through a central angle of 07°47'28"; thence South 57°50' 15" East, 25.21 feet; thence North 32°09'45" East, 5.00 feet; thence South 57°50'15" East, 10.00 feet; thence South 32°09'45" West, 5.00 feet; thence South 57°50'15" East, 33.40 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 335.00 feet, from which point the radius bears South 43°55'48" West; thence southerly along the arc of said curve 54.96 feet through a central angle of 09°24'00"; thence South 25°59'14" East, 57.73 feet to a point in the westerly line of that certain 72.14 acre tract granted to Manuel F. Escover by deed dated November 27, 1922, filed for record in Book 566 of Deeds at Page 403 in said Recorder's office, from which point an iron pipe in monument box located at the southerly terminus of that certain course shown as "N 30°09'05" W, 240.63'" on sheet 4 of said Record of Survey bears South 16°54'19" East, 167.68 feet; thence along said westerly line South 23°40'51" West, 38.50 feet to an iron pipe set at the southwesterly corner of said 72.14 acre tract; said corner being further described as

LEGAL DESCRIPTION (cont.)  
Shannon Road Grant of Right of Way

lying in the center of Shannon Road; thence along the southwest line of said lands of Elam et. al., said southwest line also being the centerline of Shannon Road, the following courses and distances, each as shown on that certain map entitled "Record of Survey of a portion of Shannon Road" filed for record May, 28, 2024 in Book 962 of Maps at Page 10 in said Recorder's office, North 24°21'16" West, 20.92 feet to the beginning of a curve concave southwesterly having a radius of 285.00 feet; thence northwesterly along the arc of said curve 214.93 feet through a central angle of 43°12'32"; thence North 67°33'47" West, 69.26 feet to the beginning of a curve concave northerly having a radius of 500.00 feet; thence northwesterly along the arc of said curve 25.95 feet through a central angle of 02°58'26"; thence North 64°35'21" West, 150.28 feet to the beginning of a curve concave southerly having a radius of 750.00 feet; thence westerly along the arc of said curve 90.05 feet through a central angle of 06°52'46"; thence North 71°28'07" West, 42.02 feet to the beginning of a curve concave northerly having a radius of 360.00 feet; thence northwesterly along the arc of said curve 161.26 feet through a central angle of 25°39'54"; thence North 45°48'13" West, 199.08 feet to the beginning of a curve concave southwesterly having a radius of 2,500.00 feet; thence northwesterly along the arc of said curve 127.44 feet through a central angle of 02°55'14"; thence leaving said centerline of Shannon Road North 41°16'33" East, 20.00 feet to the point of beginning.

Containing 29,807 square feet, more or less.

Bearings used in this description are based upon the California Coordinate System of 1983 (CCS83), Zone 3.

Prepared under the direction of:

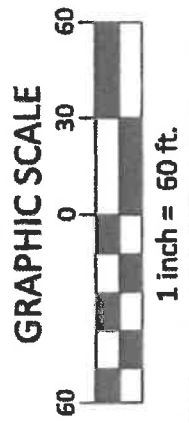
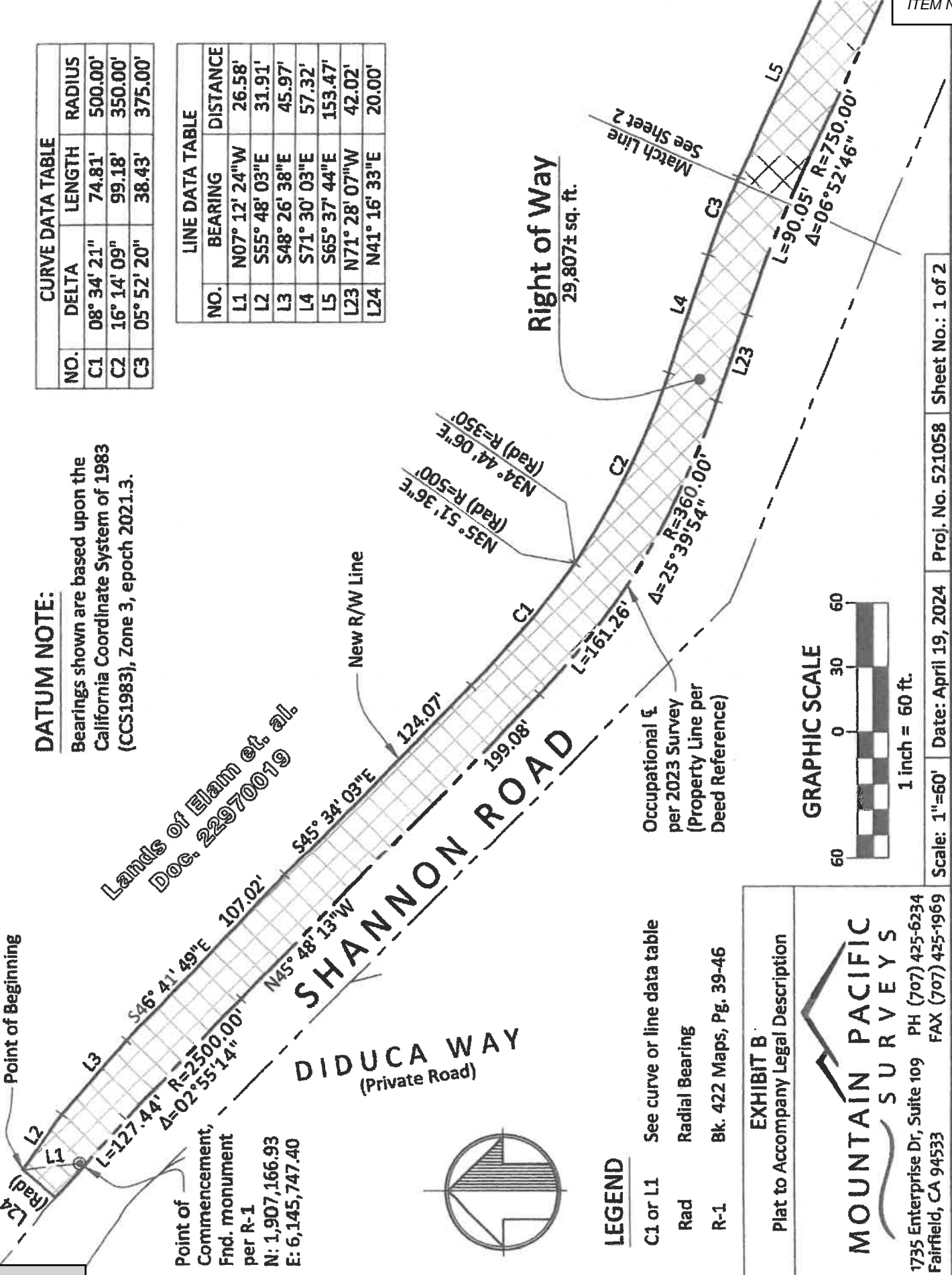


Charles M. Weakley, L.S. 6421

CURVE DATA TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	08° 34' 21"	74.81'	500.00'
C2	16° 14' 09"	99.18'	350.00'
C3	05° 52' 20"	38.43'	375.00'

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N07° 12' 24"W	26.58'
L2	S55° 48' 03"E	31.91'
L3	S48° 26' 38"E	45.97'
L4	S71° 30' 03"E	57.32'
L5	S65° 37' 44"E	153.47'
L23	N71° 28' 07"W	42.02'
L24	N41° 16' 33"E	20.00'

**DATUM NOTE:**  
 Bearings shown are based upon the California Coordinate System of 1983 (CCS1983), Zone 3, epoch 2021.3.



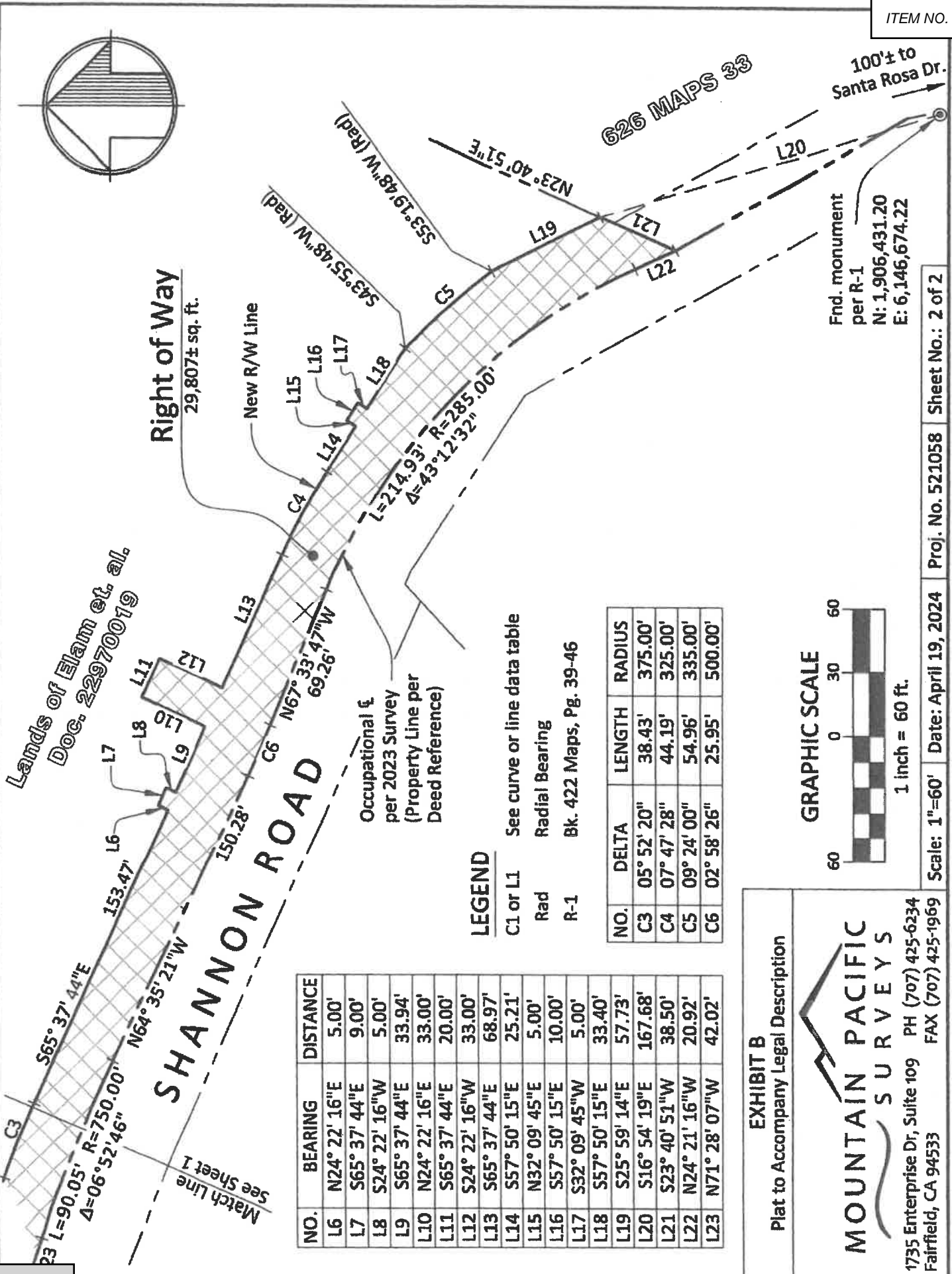
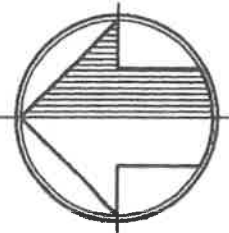
Scale: 1"=60' Date: April 19, 2024 Proj. No. 521058 Sheet No.: 1 of 2

- LEGEND**
- C1 or L1 See curve or line data table
  - Rad Radial Bearing
  - R-1 Bk. 422 Maps, Pg. 39-46

**EXHIBIT B**  
 Plat to Accompany Legal Description

**MOUNTAIN PACIFIC SURVEYS**

1735 Enterprise Dr, Suite 109 PH (707) 425-6234  
 Fairfield, CA 94533 FAX (707) 425-1969



**Right of Way**  
29,807± sq. ft.

Lands of Elam et. al.  
Doc. 22970019

**SHANNON ROAD**

Occupational  $\xi$   
per 2023 Survey  
(Property Line per  
Deed Reference)

626 MAPS 33

100'± to  
Santa Rosa Dr.

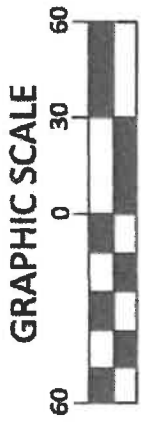
Fnd. monument  
per R-1  
N: 1,906,431.20  
E: 6,146,674.22

**LEGEND**

- C1 or L1 See curve or line data table
- Rad Radial Bearing
- R-1 Bk. 422 Maps, Pg. 39-46

NO.	DELTA	LENGTH	RADIUS
C3	05° 52' 20"	38.43'	375.00'
C4	07° 47' 28"	44.19'	325.00'
C5	09° 24' 00"	54.96'	335.00'
C6	02° 58' 26"	25.95'	500.00'

NO.	BEARING	DISTANCE
L6	N24° 22' 16"E	5.00'
L7	S65° 37' 44"E	9.00'
L8	S24° 22' 16"W	5.00'
L9	S65° 37' 44"E	33.94'
L10	N24° 22' 16"E	33.00'
L11	S65° 37' 44"E	20.00'
L12	S24° 22' 16"W	33.00'
L13	S65° 37' 44"E	68.97'
L14	S57° 50' 15"E	25.21'
L15	N32° 09' 45"E	5.00'
L16	S57° 50' 15"E	10.00'
L17	S32° 09' 45"W	5.00'
L18	S57° 50' 15"E	33.40'
L19	S25° 59' 14"E	57.73'
L20	S16° 54' 19"E	167.68'
L21	S23° 40' 51"W	38.50'
L22	N24° 21' 16"W	20.92'
L23	N71° 28' 07"W	42.02'



1 inch = 60 ft.

Scale: 1"=60' Date: April 19, 2024 Proj. No. 521058 Sheet No.: 2 of 2

**EXHIBIT B**  
Plat to Accompany Legal Description

**MOUNTAIN PACIFIC SURVEYS**  
1735 Enterprise Dr, Suite 109 PH (707) 425-6234  
Fairfield, CA 94533 FAX (707) 425-1969

**EXHIBIT B**

**GRANT DEED**

Recording Requested by and  
After Recordation Mail to:

Town of Los Gatos  
Attention: Gabrielle Whelan  
110 E Main Street  
Los Gatos, CA 95030

APNs: 537-27-047 (portion)

This document is exempt from the  
payment of a recording fee pursuant to  
Government Code § 27383 and 27388.1(a)(2)(D)

The undersigned Grantor Declares:  
This transaction is exempt from Documentary  
Transfer Tax Pursuant to Revenue & Taxation Code § 11922  
as Grantee, an exempt public agency, is acquiring title.

**GRANT DEED**

For good and valuable consideration, receipt of which is hereby acknowledged, **John W. Hoffee** ("Grantor") hereby grants to the **Town of Los Gatos, a municipal corporation** ("Grantee"), all of Grantor's right, title, and interest in and to the real property located in the Town of Los Gatos, County of Santa Clara, California, described in Attachment No. 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has caused this Grant Deed to be executed as of  
the \_\_\_ day of \_\_\_\_\_, 202\_\_.

**GRANTOR:**

By: \_\_\_\_\_  
John W. Hoffee

Exhibit B

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Hawaii )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(Name of Notary)

notary public, personally appeared John W. Hoffee who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Signature)

Exhibit B

**Certificate of Acceptance**

This is to certify that the interests in real property conveyed by Grant Deed dated \_\_\_\_\_, 202\_\_, from John W. Hoffee, as grantor, to the Town of Los Gatos, as grantee, are hereby accepted by the City Manager of the Town of Los Gatos pursuant to authority conferred by the Town Council of the Town of Los Gatos, and grantee consents to recordation of said Grant Deed.

Date: FEBRUARY 12, 2025

By:   
Chris Constantin, Town Manager

Attest:

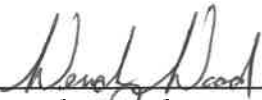
  
Wendy Wood, CMC, Town Clerk

Exhibit B

Attachment No. 1

**LEGAL DESCRIPTION AND PLAT MAP OF THE PROPERTY**

Exhibit B

OAK #4858-9541-3001 v2



**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**Shannon Road Grant of Right of Way**

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LEGAL DESCRIPTION (cont.)  
Shannon Road Grant of Right of Way

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Containing 29,807 square feet, more or less.

Bearings used in this description are based upon the California Coordinate System of 1983 (CCS83), Zone 3.

Prepared under the direction of:



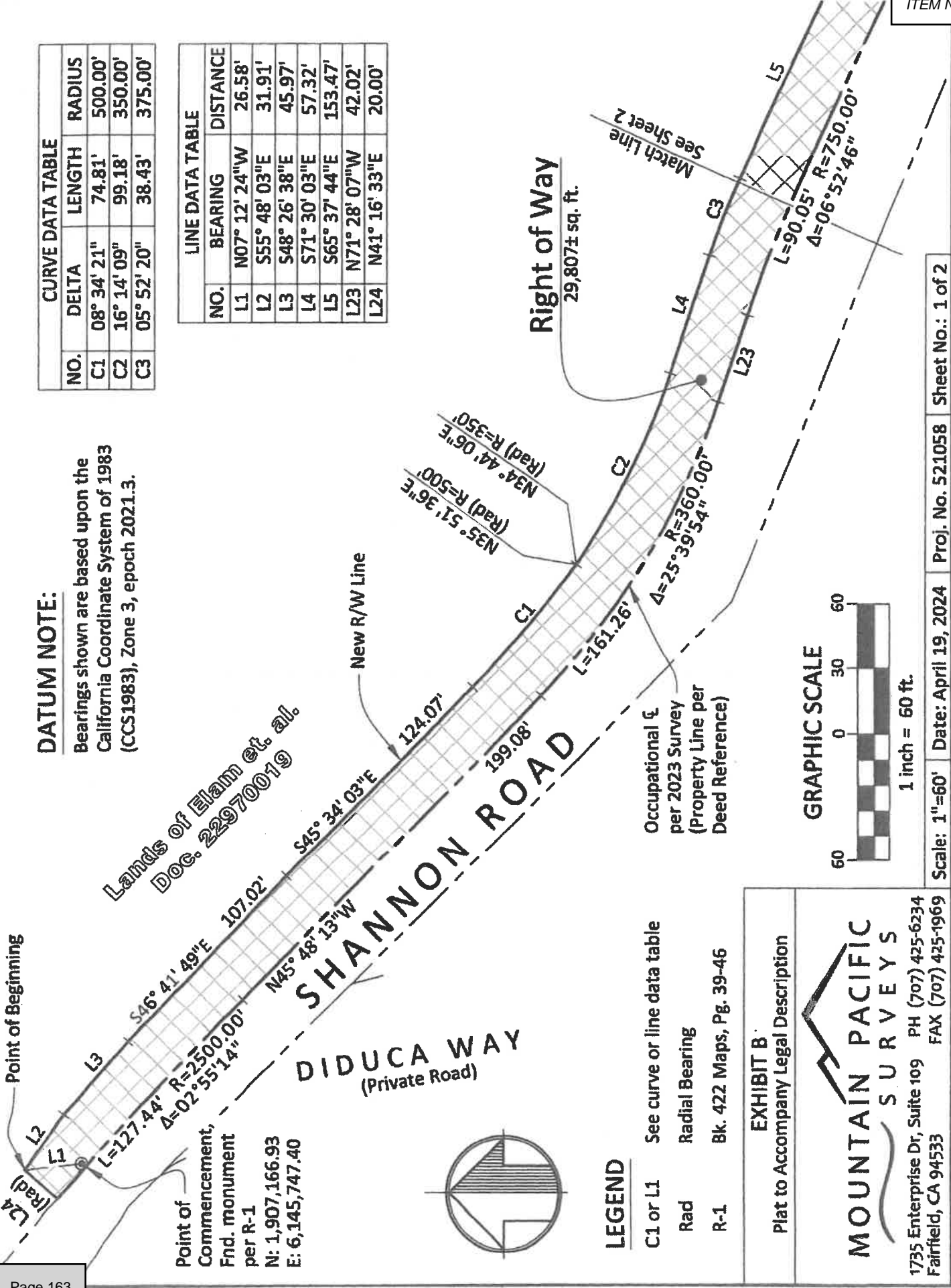
Charles M. Weakley, L.S. 6421

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L23	N71° 28' 07"W	42.02'	
L24	N41° 16' 33"E	20.00'	

**DATUM NOTE:**

Bearings shown are based upon the California Coordinate System of 1983 (CCS1983), Zone 3, epoch 2021.3.



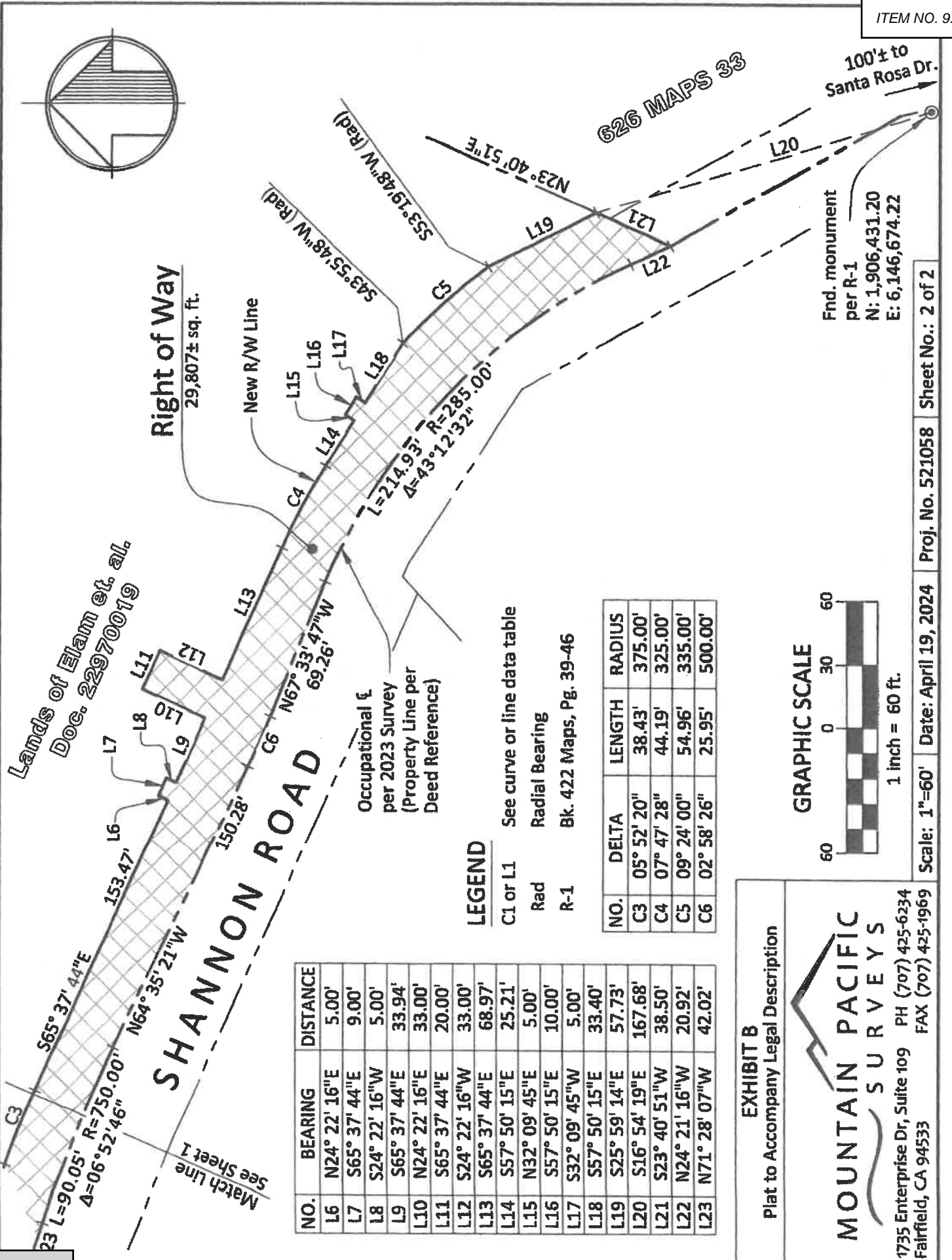
**LEGEND**

- C1 or L1 See curve or line data table
- Rad Radial Bearing
- R-1 Bk. 422 Maps, Pg. 39-46

**EXHIBIT B**  
Plat to Accompany Legal Description

**MOUNTAIN PACIFIC SURVEYS**  
1735 Enterprise Dr, Suite 109 PH (707) 425-6234  
Fairfield, CA 94533 FAX (707) 425-1969

Scale: 1"=60' Date: April 19, 2024 Proj. No. 521058 Sheet No.: 1 of 2

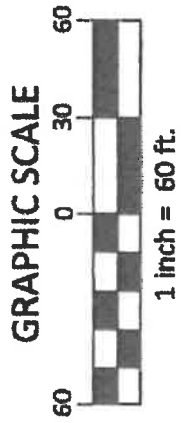


**LEGEND**

C1 or L1 See curve or line data table  
 Rad Radial Bearing  
 R-1 Bk. 422 Maps, Pg. 39-46

NO.	BEARING	DISTANCE
L6	N24° 22' 16"E	5.00'
L7	S65° 37' 44"E	9.00'
L8	S24° 22' 16"W	5.00'
L9	S65° 37' 44"E	33.94'
L10	N24° 22' 16"E	33.00'
L11	S65° 37' 44"E	20.00'
L12	S24° 22' 16"W	33.00'
L13	S65° 37' 44"E	68.97'
L14	S57° 50' 15"E	25.21'
L15	N32° 09' 45"E	5.00'
L16	S57° 50' 15"E	10.00'
L17	S32° 09' 45"W	5.00'
L18	S57° 50' 15"E	33.40'
L19	S25° 59' 14"E	57.73'
L20	S16° 54' 19"E	167.68'
L21	S23° 40' 51"W	38.50'
L22	N24° 21' 16"W	20.92'
L23	N71° 28' 07"W	42.02'

NO.	DELTA	LENGTH	RADIUS
C3	05° 52' 20"	38.43'	375.00'
C4	07° 47' 28"	44.19'	325.00'
C5	09° 24' 00"	54.96'	335.00'
C6	02° 58' 26"	25.95'	500.00'



Scale: 1"=60' Date: April 19, 2024 Proj. No. 521058 Sheet No.: 2 of 2

**EXHIBIT B**  
Plat to Accompany Legal Description

**MOUNTAIN PACIFIC SURVEYS**

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 Fairfield, CA 94533 FAX (707) 425-1969

**EXHIBIT C****FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code of 1954, as amended ("Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U. S. real property interest by **John W. Hoffee** as Transferor, the undersigned hereby certifies the following:

1. The Transferor is not a non-resident alien for purposes of U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations);
2. The Transferor's U. S. taxpayer identification number or social security numbers are \_\_\_\_\_;
3. The Transferor's mailing address is P.O. Box 670 Kailua Kona, HI 96745.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury the undersigned declares that he/she has examined this Certification and to the best of his/her knowledge and belief it is true, correct, and complete, and further declares that he/she has authority to sign this document on behalf of the Transferor.

Dated: \_\_\_\_\_, 202\_\_

Transferor:

\_\_\_\_\_  
John W. Hoffee  
\_\_\_\_\_

Exhibit C



Attachment A

Exhibit D

EXHIBIT A  
LEGAL DESCRIPTION  
Shannon Road Grant of Right of Way

All that certain real property situate in the Town of Los Gatos, County of Santa Clara, State of California, being a portion of the lands granted to Diane Barnett and Ray M. Elam, III as Co-Trustees of the Elam Family Trust A by deed filed for record May 29, 2015 as Document 22970019 in the office of the Santa Clara County Recorder, being more particularly described as follows:

Commencing at an iron pipe in monument box located at the northerly terminus of that certain course shown as "N 46° 11' 21" W, 394.60'" on the map entitled "Record of Survey of the Monument Line of Shannon Road..." filed for record July 13, 1978 in Book 422 of Maps at Pages 39-46 in said Recorder's office; said course being depicted on sheet 4 of 8 therein, thence from said point of commencement North 07°12'24" West, 26.58 feet to the true Point of Beginning of this description; thence South 55°48'03" East, 31.91 feet; thence South 48°26'38" East, 45.97 feet; thence South 46°41'49" East, 107.02 feet; thence South 45°34'03" East, 124.07 feet to the beginning of a curve concave northeasterly having a radius of 500.00 feet; thence southeasterly along the arc of said curve 74.81 feet through a central angle of 08°34'21" to the beginning of a non-tangent curve concave northeasterly having a radius of 350.00 feet, from which point the radius bears North 34°44'06" East; thence southeasterly along the arc of said curve 99.18 feet through a central angle of 16°14'09"; thence South 71°30'03" East, 57.32 feet to the beginning of a curve concave southerly having a radius of 375.00 feet; thence easterly along the arc of said curve 38.43 feet through a central angle of 5°52'20"; thence South 65°37'44" East, 153.47 feet; thence North 24°22'16" East, 5.00 feet; thence South 65°37'44" East, 9.00 feet; thence South 24°22'16" West, 5.00 feet; thence South 65°37'44" East, 33.94 feet; thence North 24°22'16" East, 33.00 feet; thence South 65°37'44" East, 20.00 feet; thence South 24°22'16" West, 33.00 feet; thence South 65°37'44" East, 68.97 feet to the beginning of a curve concave southerly having a radius of 325.00 feet; thence southeasterly 44.19 feet through a central angle of 07°47'28"; thence South 57°50' 15" East, 25.21 feet; thence North 32°09'45" East, 5.00 feet; thence South 57°50'15" East, 10.00 feet; thence South 32°09'45" West, 5.00 feet; thence South 57°50'15" East, 33.40 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 335.00 feet, from which point the radius bears South 43°55'48" West; thence southerly along the arc of said curve 54.96 feet through a central angle of 09°24'00"; thence South 25°59'14" East, 57.73 feet to a point in the westerly line of that certain 72.14 acre tract granted to Manuel F. Escover by deed dated November 27, 1922, filed for record in Book 566 of Deeds at Page 403 in said Recorder's office, from which point an iron pipe in monument box located at the southerly terminus of that certain course shown as "N 30°09'05" W, 240.63'" on sheet 4 of said Record of Survey bears South 16°54'19" East, 167.68 feet; thence along said westerly line South 23°40'51" West, 38.50 feet to an iron pipe set at the southwesterly corner of said 72.14 acre tract; said corner being further described as



LEGAL DESCRIPTION (cont.)  
Shannon Road Grant of Right of Way

lying in the center of Shannon Road; thence along the southwest line of said lands of Elam et al., said southwest line also being the centerline of Shannon Road, the following courses and distances, each as shown on that certain map entitled "Record of Survey of a portion of Shannon Road" filed for record May, 28, 2024 in Book 962 of Maps at Page 10 in said Recorder's office, North 24°21'16" West, 20.92 feet to the beginning of a curve concave southwesterly having a radius of 285.00 feet; thence northwesterly along the arc of said curve 214.93 feet through a central angle of 43°12'32"; thence North 67°33'47" West, 69.26 feet to the beginning of a curve concave northerly having a radius of 500.00 feet; thence northwesterly along the arc of said curve 25.95 feet through a central angle of 02°58'26"; thence North 64°35'21" West, 150.28 feet to the beginning of a curve concave southerly having a radius of 750.00 feet; thence westerly along the arc of said curve 90.05 feet through a central angle of 06°52'46"; thence North 71°28'07" West, 42.02 feet to the beginning of a curve concave northerly having a radius of 360.00 feet; thence northwesterly along the arc of said curve 161.26 feet through a central angle of 25°39'54"; thence North 45°48'13" West, 199.08 feet to the beginning of a curve concave southwesterly having a radius of 2,500.00 feet; thence northwesterly along the arc of said curve 127.44 feet through a central angle of 02°55'14"; thence leaving said centerline of Shannon Road North 41°16'33" East, 20.00 feet to the point of beginning.

Containing 29,807 square feet, more or less.

Bearings used in this description are based upon the California Coordinate System of 1983 (CCS83), Zone 3.

Prepared under the direction of:



Charles M. Weakley, L.S. 6421

**CURVE DATA TABLE**

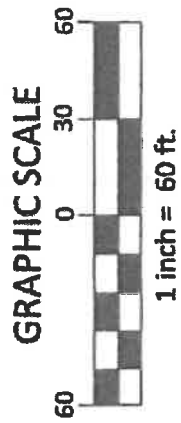
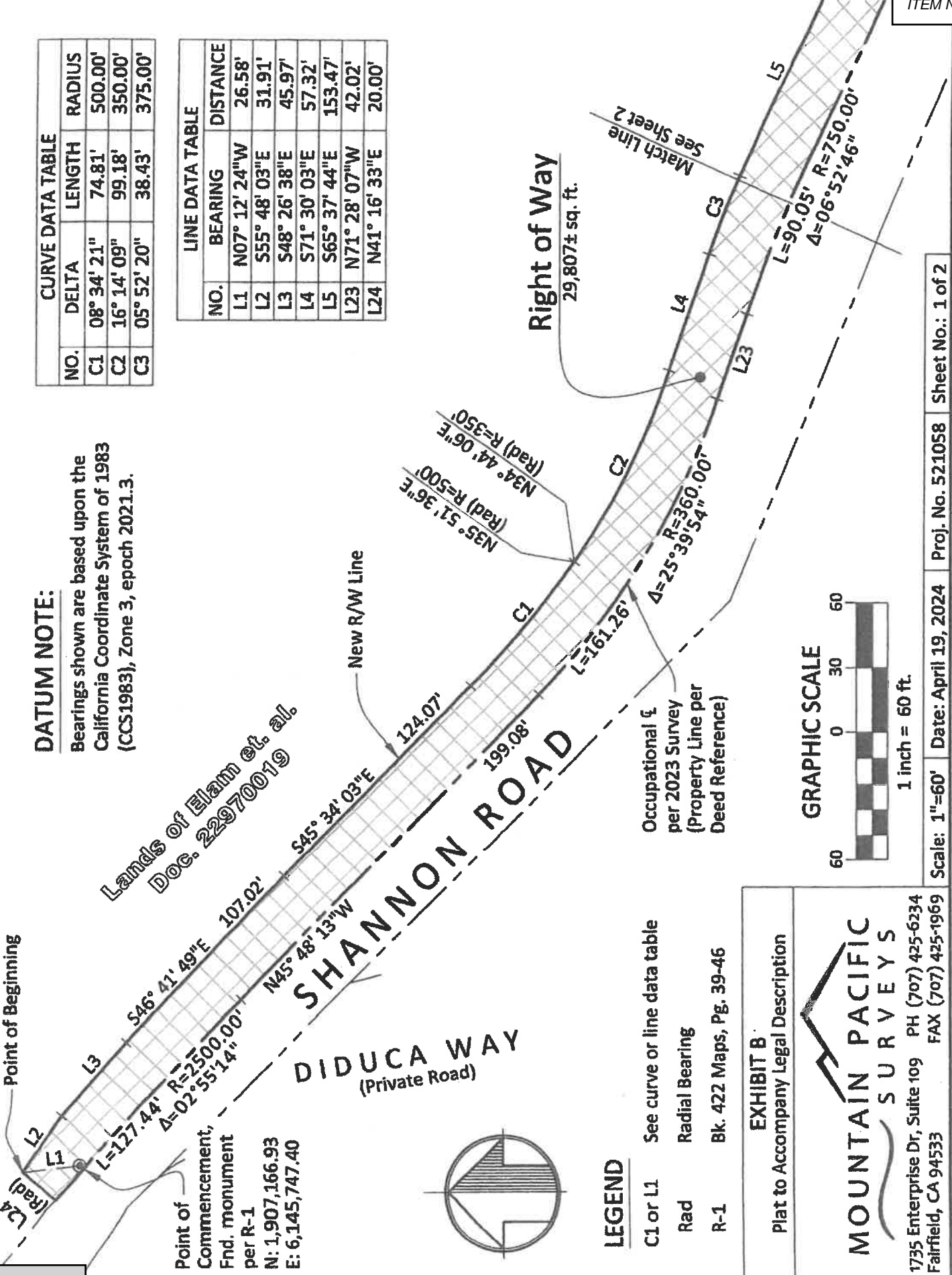
NO.	DELTA	LENGTH	RADIUS
C1	08° 34' 21"	74.81'	500.00'
C2	16° 14' 09"	99.18'	350.00'
C3	05° 52' 20"	38.43'	375.00'

**LINE DATA TABLE**

NO.	BEARING	DISTANCE
L1	N07° 12' 24"W	26.58'
L2	S55° 48' 03"E	31.91'
L3	S48° 26' 38"E	45.97'
L4	S71° 30' 03"E	57.32'
L5	S65° 37' 44"E	153.47'
L23	N71° 28' 07"W	42.02'
L24	N41° 16' 33"E	20.00'

**DATUM NOTE:**

Bearings shown are based upon the California Coordinate System of 1983 (CCS1983), Zone 3, epoch 2021.3.



**LEGEND**

- C1 or L1 See curve or line data table
- Rad Radial Bearing
- R-1 Bk. 422 Maps, Pg. 39-46

**EXHIBIT B**  
Plat to Accompany Legal Description

**MOUNTAIN PACIFIC SURVEYS**  
 1735 Enterprise Dr, Suite 109 PH (707) 425-6234  
 Fairfield, CA 94533 FAX (707) 425-1969



626 MAPS 33

100'± to Santa Rosa Dr.

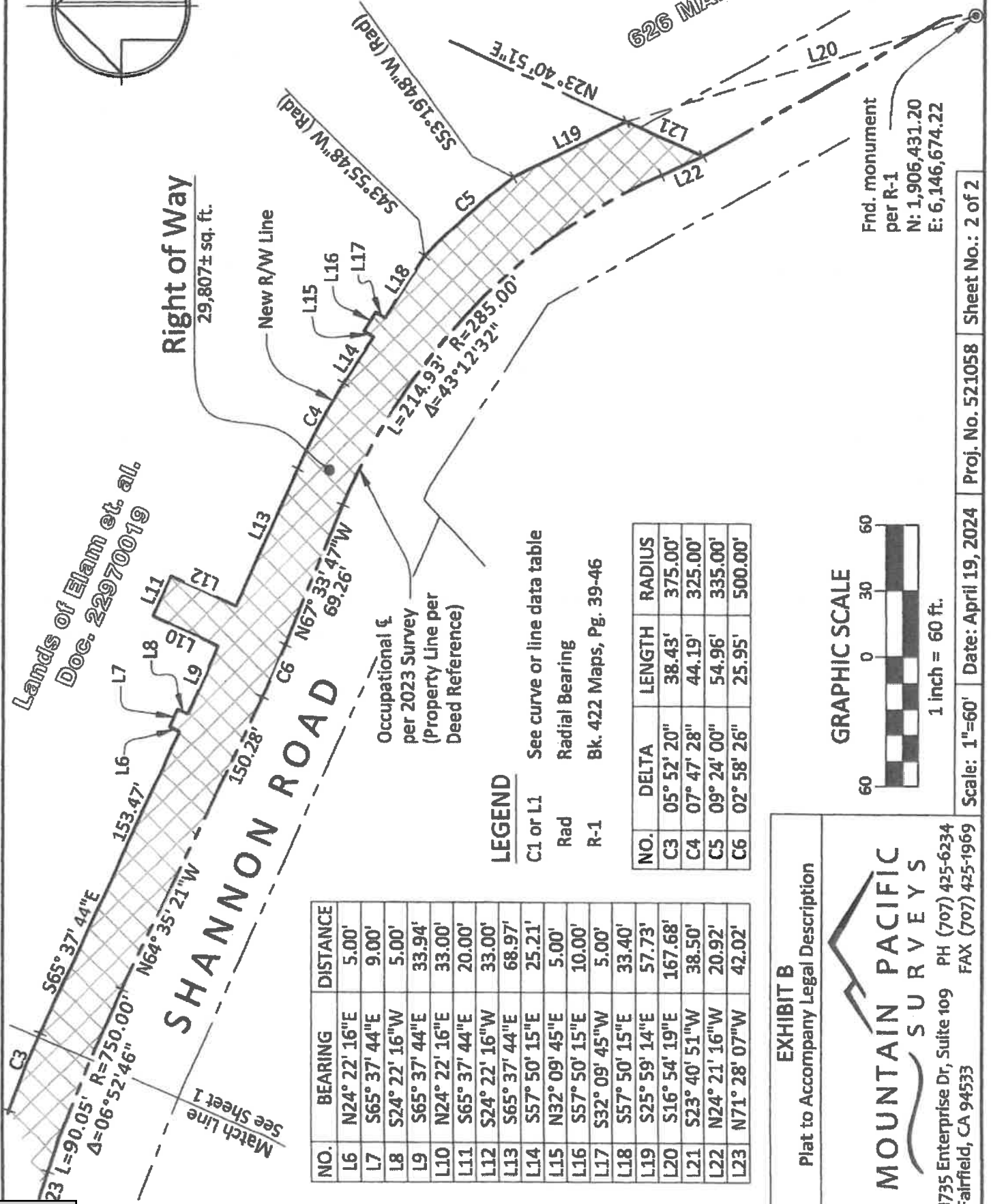
Right of Way  
29,807± sq. ft.

Lands of Elam et. al.  
Doc. 22970019

New R/W Line

Occupational  $\frac{1}{2}$   
per 2023 Survey  
(Property Line per  
Deed Reference)

Fnd. monument  
per R-1  
N: 1,906,431.20  
E: 6,146,674.22

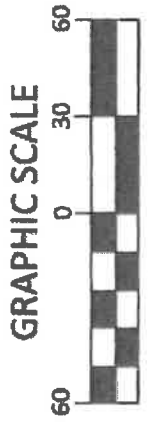


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Rad Radial Bearing  
R-1 Bk. 422 Maps, Pg. 39-46

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L10	N24° 22' 16"E	33.00'
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L12	S24° 22' 16"W	33.00'
L13	S65° 37' 44"E	68.97'
L14	S57° 50' 15"E	25.21'
L15	N32° 09' 45"E	5.00'
L16	S57° 50' 15"E	10.00'
L17	S32° 09' 45"W	5.00'
L18	S57° 50' 15"E	33.40'
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L20	S16° 54' 19"E	167.68'
L21	S23° 40' 51"W	38.50'
L22	N24° 21' 16"W	20.92'
L23	N71° 28' 07"W	42.02'



Scale: 1"=60' Date: April 19, 2024 Proj. No. 521058 Sheet No.: 2 of 2

**EXHIBIT B**  
Plat to Accompany Legal Description

**MOUNTAIN PACIFIC  
SURVEYS**  
1735 Enterprise Dr, Suite 109 PH (707) 425-6234  
Fairfield, CA 94533 FAX (707) 425-1969



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2024

ITEM NO: 10

ITEM NO. 10.

---

DATE: March 13, 2024  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Accept the Annual Progress Report for General Plan and Housing Element Implementation.

**RECOMMENDATION:**

Accept the Annual Progress Report for General Plan and Housing Element implementation.

**REMARKS:**

Government Code Section 65400 mandates that cities and counties submit an annual report on the status of their General Plan and any progress in its implementation to their legislative bodies. Annual Progress Reports (APRs) must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda. After review and acceptance, a copy of the APR is required to be filed with the Governor's Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD).

There is no standardized form or format for the preparation of the General Plan APR. The attached APR meets the statutory requirements of State law and highlights key aspects of the Town's General Plan and Housing Element implementation during the calendar year of 2024 (Attachment 1). Given the State requirements, Exhibit A of Attachment 1 contains a significant amount of data. For enhanced readability, Exhibit A is best reviewed electronically to adjust to the individual reader's needs.

**FISCAL IMPACT:**

There is no fiscal impact from accepting the APR.

**PREPARED BY:** Sean Mullin, AICP  
Planning Manager

---

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

---

SUBJECT: Annual Progress Report for General Plan and Housing Element Implementation

DATE: March 13, 2024

CEQA:

The General Plan Annual Report is not a project under the California Environmental Quality Act (CEQA). It is a type of activity that is Categorically Exempt, Class 6 (Information Collection) based on Section 15306 of the CEQA Guidelines.

Attachment:

1. 2024 General Plan Annual Progress Report, with Exhibit A



**GENERAL PLAN  
2024 ANNUAL PROGRESS REPORT**

ATTACHMENT 1

## INTRODUCTION

The Town Council adopted the Town of Los Gatos 2040 General Plan on June 30, 2022, after an extensive four-year community process to update and build upon the strong foundational framework established by the Town's 2020 General Plan.

On August 16, 2022, signatures were submitted to the Town in support of a referendum on the Land Use and Community Design Elements of the adopted 2040 General Plan. The referendum proposes that the Land Use and Community Design Elements of the 2040 General Plan be repealed. Once the referendum signatures were verified by the County Registrar in late September, the 2040 General Plan Land Use and Community Design Elements were suspended in accordance with Elections Code Section 9237.

On October 4, 2022, Town Council adopted a Resolution to confirm suspension of the 2040 General Plan Land Use and Community Design Elements and provide that the 2020 General Plan Land Use and Community Design Elements govern during the suspension period.

On January 30, 2023, the Town adopted its 2023-2031 Housing Element which is a required sub-element of the General Plan.

On April 2, 2024, the Town Council adopted Resolution 2024-015 to rescind the Land Use Element and Community Design Elements of the 2040 General Plan. Therefore, the Town's current General Plan consists of the Land Use Element and Community Design Element of the 2020 General Plan, and the remaining elements of the 2040 General Plan.

On June 4, 2024, the Town Council adopted a revised 2023-2031 Housing Element after working with HCD to respond to their comments.

The adopted Housing Element was certified by HCD on July 10, 2024.

Government Code Section 65400 mandates that cities and counties submit an annual report on the status of their General Plan and any progress in its implementation to their legislative bodies. Annual Progress Reports (APRs) must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda.

## 2024 SIGNIFICANT PROJECTS

The following significant Planning efforts made progress or were completed in 2024:

- Housing Element Update  
The Housing Element update process started in 2021 and continued through 2024. The work included numerous meetings of the Housing Element Advisory Board (HEAB) and extensive community outreach. A Draft Housing Element was developed and submitted to HCD in October 2022, and adopted by Town Council on January 30, 2023. A revised Housing Element was adopted by the Town Council on June 4, 2024, and certified by HCD on July 10, 2024.
- Zoning Changes to Implement the Housing Element  
Zoning changes required for implementation of the 2023-2031 Housing Element, including the creation of a Housing Element Overlay Zone (HEOZ) and application of the overlay to the sites in the Sites Inventory of the 2023-2031 Housing Element, were completed and went into effect on December 21, 2023. Amendments to the HEOZ per direction by HCD were adopted by the Town Council on March 5, 2024, and went into effect on April 4, 2024.
- Height Pole and Netting Policy Amendment  
Implementation Program AW of the adopted Housing Element required the Town to update the Story Pole and Netting Policy (Story Pole Policy). In response to Implementation Program AQ, the Town initiated modifications to the Story Pole Policy. On April 26, 2023, and May 24, 2023, the Planning Commission reviewed and recommended approval of the revised Story Pole Policy with additional recommendations. On August 1, 2023, December 5, 2023, and April 2, 2024, the Town Council reviewed and made further recommended changes. On April 16, 2024, the Town Council adopted a revised Story Pole Policy.
- Program R, Density Bonus Ordinance  
Implementation Program R of the adopted Housing Element required the Town's Density Bonus Ordinance to be amended to comply with current State law. On November 13, 2024, Planning Commission reviewed and recommended approval of the draft ordinance. Amendments to the Town's Density Bonus Ordinance were adopted by the Town Council on December 17, 2024, and went into effect on January 16, 2025.
- Program AD, Low Barrier Navigation Centers  
Implementation Program AD of the adopted Housing Element required the Town to amend the Zoning Code to include Low Barrier Navigation Centers. On November 13, 2024, Planning Commission reviewed and recommended approval of the draft ordinance. The ordinance was adopted by the Town Council on December 17, 2024, and went into effect on January 16, 2025.



- Program AU, Replacement Unit Housing  
Implementation Program AU of the adopted Housing Element required the Town to adopt a Replacement Unit Housing policy. On November 13, 2024, Planning Commission reviewed and recommended approval of the draft ordinance and draft guidelines. The ordinance and guidelines were adopted by the Town Council on December 17, 2024, and the ordinance went into effect on January 16, 2025.
- Program AA, Parking Standards  
Implementation Program AA of the adopted Housing Element required the Town make specific updates that would reduce parking standards in the Town. On December 11, 2024, the Planning Commission reviewed and recommended approval of the draft ordinance with additional recommendations. The ordinance was adopted by the Town Council on February 4, 2025, and the ordinance went into effect on March 6, 2025.
- Program AQ, Zoning Code Amendments  
Implementation Program AQ of the adopted Housing Element required the Town to comply with state law and to ensure that there are adequate sites available to accommodate the identified sites in the Sites Inventory. On December 11, 2024, the Planning Commission reviewed and recommended approval of the draft ordinance. The ordinance was adopted by the Town Council on February 4, 2025, and the ordinance went into effect on March 6, 2025.

## HOUSING ELEMENT ANNUAL PROGRESS

The Housing Element Annual Progress Report for 2024 is attached as Exhibit A.

## PROPERTIES ANNEXED TO THE TOWN IN 2024

The Town Council approved the following annexation to the Town of Los Gatos from Unincorporated Santa Clara County in 2024:

- Los Gatos Boulevard No. 20: 15810 Los Gatos Boulevard (approximately 0.521 acres)  
*Approved November 7, 2023, with a revised resolution per the Santa Clara County Local Agency Formation Commission (LAFCO) approved on January 16, 2024.*
- Blackberry Hill Road No. 06: 15405 Blackberry Hill Road (approximately 2.1 acres)  
*Approved February 20, 2024.*
- El Gato Lane No. 06: 15575 El Gato Lane (approximately 0.563 acres)  
*Approved June 18, 2024, with a revised resolution per LAFCO approved on August 20, 2024.*

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table A  
Housing Development Applications Submitted

Table with 4 rows: Jurisdiction (Los Gatos), Reporting Year (2024), Planning Period (6th Cycle), and dates.

Main data table with 14 columns: Project Identifier, Unit Types, Date Application Submitted, Proposed Units (Very Low Income, Low Income, Moderate Income, Above Moderate Income, Total Proposed), Total Approved/Disapproved Units, Streamlining, Density Bonus Law Applications, Application Status, Project Type, and Notes.

	53205011	16415 Englewood Ave	TUD24-009	2 to 4	O	9/24/2024									1	1			SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial
	53223034	17458 High St	D-24-020, B24-0732, ADR24-0046	ADU	R	9/24/2024										1	1		NONE	No	N/A	Pending	Ministerial
	52936027	219/221 Highland Ter	B24-0740, D-25-028, ADR24-0047	ADU	R	9/25/2024											1		NONE	No	N/A	Approved	Ministerial
	42431028	980 University Ave	S-24-053, M-24-019	5+	O	9/25/2024									11	57	68		NONE	Yes	N/A	Pending	Discretionary
	40640009	759 Pollard Rd	D-25-021, B24-0782, ADR24-0048	ADU	R	10/10/2024											1		NONE	No	N/A	Pending	Ministerial
53215002	53215036	16401 KENNEDY	ULS22-005, ADR23-0042, S-24-058	SFD	O	10/11/2024											1		SB 9 (2021) - Residential Lot Split	No	N/A	Pending	Ministerial
	51045057	43/45 Broadway	D-25-003, B24-0807, ADR24-0050	ADU	R	10/16/2024										1	1		NONE	No	N/A	Pending	Ministerial
	53206028	16346-A Robie Ln	D-25-024, B24-0818, ADR24-0051	ADU	R	10/16/2024										1	1		NONE	No	N/A	Pending	Ministerial
	52324062	15935/15935A Camino del Cerro	D-25-036, B24-0701, ADR24-0041	ADU	R	10/17/2024												1	NONE	No	N/A	Pending	Ministerial
	52742080	15928/15928-A Union Ave	D-25-004, B24-0823, ADR24-0052	ADU	R	10/18/2024												1	NONE	No	N/A	Approved	Ministerial
	53241014	16970/16970-A Cypress Way	D-24-024, B24-0830, ADR24-0054	ADU	R	10/21/2024												1	NONE	No	N/A	Pending	Ministerial
	41014015	647 N Santa Cruz Ave	S-24-060, M-24-020	5+	O	10/23/2024										8	11		NONE	No	N/A	Pending	Discretionary
	40702005	115 Smith Creek Dr	D-24-023, B23-0489, ADR24-0058	ADU	R	10/31/2024												1	NONE	No	N/A	Approved	Ministerial
	52907034	441-A University Ave	D-24-025, S-23-041, B24-0887, ADR24-0057	ADU	R	11/6/2024												1	NONE	No	N/A	Approved	Ministerial
	51015003	227 Alexander Ave	D-25-006, B-24-0916, ADR24-0059	ADU	R	11/15/2024												1	NONE	No	N/A	Pending	Ministerial
	52712007	220 La Terra Ct	S-24-063, ADR23-0017	SFD	O	11/20/2024												1	NONE	No	N/A	Approved	Discretionary
	52911036	101 Blossom Hill Rd	S-24-064, M-24-021, U-24-019	5+	O	11/26/2024										13	50	63	NONE	No	N/A	Pending	Discretionary
	42444018	16443 Mozart Wy	TUD24-010	2 to 4	O	11/26/2024												1	SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial
41011008	41011061	17617/17617A Bruce Ave	ULS23-013, TUD24-004, TUD24-005, adr24-0061	2 to 4	O	12/1/2024											2	2	SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial
41011008	41011060	17625/17625A Bruce Ave	ULS23-013, TUD24-004, TUD24-005, adr24-0061	2 to 4	O	12/1/2024											1	1	SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial
	52712005	250 La Terra Ct	S-24-065, ADR23-0019	SFD	O	12/2/2024											1	1	NONE	No	N/A	Approved	Discretionary
	52741052	14775 Blossom Hill Rd	D-25-001, B24-0884, ADR24-0056	ADU	R	12/4/2024										1	1		NONE	No	N/A	Pending	Ministerial
	40913039	754 Pollard Rd (Lot 1)	TUD24-011, ULS24-003	2 to 4	O	12/4/2024											2	2	SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial
	40913039	754 Pollard Rd ((Lot 2))	TUD24-012, ULS24-003	2 to 4	O	12/4/2024											2	2	SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial
	53203035	16330-A Shannon Rd	D-25-030, B24-0962, ADR24-0060	ADU	R	12/4/2024												1	NONE	No	N/A	Pending	Ministerial
	52712008	210 La Terra Ct	S-24-066, ADR23-0016	SFD	O	12/9/2024												1	NONE	No	N/A	Approved	Discretionary
	52923016	341 Bella Vista Ave	ULS23-009, TUD24-013, TUD24-014	2 to 4	O	12/20/2024											4	4	SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial



Jurisdiction Los Gatos  
Reporting Year 2024 (Jan. 1 - Dec. 31)  
Planning Period 8th Cycle (2018-2022)

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

Note: "\*" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table with columns for Jurisdiction, Planning Period, Address, Acreage, Density, and various housing element metrics. Includes rows for New ADU permits and existing units.

Table with columns for ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count, ADU Type, ADU Count.



Jurisdiction	Los Gatos	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
Income Level	RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2									Total Units to Date (all years)	Total Remaining RHNA by Income Level	
			2023	2024	2025	2026	2027	2028	2029	2030	2031			
Very Low	Deed Restricted	537	-	-	-	-	-	-	-	-	-	-	26	511
	Non-Deed Restricted		4	10	12	-	-	-	-	-	-	-		
Low	Deed Restricted	310	-	1	-	-	-	-	-	-	-	-	18	292
	Non-Deed Restricted		-	10	7	-	-	-	-	-	-	-		
Moderate	Deed Restricted	320	-	-	-	-	-	-	-	-	-	-	41	279
	Non-Deed Restricted		18	14	9	-	-	-	-	-	-	-		
Above Moderate		826	3	25	7	-	-	-	-	-	-	-	35	791
Total RHNA		1,993												
Total Units			25	60	35	-	-	-	-	-	-	-	120	1,873
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
Extremely Low-Income Units*	5 Extremely low-Income Need		6									Total Units to Date	Total Units Remaining	
			2023	2024	2025	2026	2027	2028	2029	2030	2031			
Extremely Low-Income Units*	269		-	-	-	-	-	-	-	-	-	-	-	269

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

- VLI Deed Restricted
- VLI Non Deed Restricted
- LI Deed Restricted
- LI Non Deed Restricted
- MI Deed Restricted
- MI Non Deed Restricted
- Above Mod Income

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

<b>Jurisdiction</b>	Los Gatos		
<b>Reporting Year</b>	2024	(Jan. 1 - Dec. 31)	
<b>Table D</b>			
<b>Program Implementation Status pursuant to GC Section 65583</b>			
<b>Housing Programs Progress Report</b>			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Name of Program</b>	<b>Objective</b>	<b>Timeframe in H.E</b>	<b>Status of Program Implementation</b>
A - Developer Forum	Meet once a year to generate a list of opportunities and constraints	Annually provide focus group or Town Hall meeting opportunities	Completed. SV@Home affordable housing developer roundtable held on 02/27/2025.
B - Large Site Program	Facilitate four land divisions and/or lot line adjustments	Annually provide focus group or Town Hall meeting opportunities	New program not yet complete
C - No Net Loss	Maintain RHNA capacity	Ongoing tracking as developments are approved	Maintained and ongoing effort
D - Additional Housing Capacity for the North Forty Specific Plan	Facilitate the construction of 45 new homes for lower-income households	1/1/2025	In progress
E - Affordable Development on Town Owned Property	The Town owns two properties that could be suitable for affordable housing up to 20 units.	Ongoing effort	Ongoing effort
F - Update Permit Software System	Reduce processing time by five percent	Review and update regulations as appropriate at biannual years	Ongoing effort
G - Study Detached Single-Family Condominium Option	Increase the floor area ratio to promote higher density housing development	12/1/2024	Not yet complete
H - Coordination with Water and Sewer Providers	Deliver Housing Element	Upon adoption of the Housing Element	Completed. Housing Element provided to water and sewer providers on 06/13/2023.



<b>I - Senior Housing Resources</b>	<b>Maintain the existing housing stock by funding three home repairs to lower income seniors annually</b>	<b>Ongoing and annual effort; Update materials annually</b>	<b>Ongoing effort.</b>
<b>J - Small Multi-Unit Housing, "Missing Middle"</b>	<b>Increase the number of housing units, including the combination of small multi-unit housing, religious institutions, Junior Accessory Dwelling Unit (JADU), and SB 10 by 150 units (including 30 of these units as being affordable) over eight years with the goal of achieving 100% of the units in low to medium density designations and high median income areas.</b>	<b>12/1/2024</b>	<b>New program not yet complete</b>
<b>K- Lot Consolidation</b>	<b>Facilitate nine lot consolidations.</b>	<b>6/1/2025</b>	<b>New program not yet complete</b>
<b>L - Below Market Price Program</b>	<b>Increase number of BMP units annually by five units with a goal of achieving 30% of new units in high median income areas</b>	<b>Complete study by June 2025 and implement recommended policy actions by December 2028</b>	<b>Not yet complete</b>
<b>M - Establish a Commercial Linkage Fee</b>	<b>Complete a nexus study to determine if linkage fees are appropriate</b>	<b>Complete study by June 2024 and implement recommended actions by December 2024</b>	<b>In progress</b>
<b>N - Funds for Development for Extremely Low Income (ELI) Households</b>	<b>Subsidize five developments which include extremely low-income households</b>	<b>Ongoing and annual effort</b>	<b>Ongoing effort</b>

<p><b>O - Affordable Housing Development</b></p>	<ul style="list-style-type: none"> <li>- Facilitate the construction of 460 new homes for moderate to lower-income households ( 100 for moderate, 190 for low, and 170 for very-low), including 30% in high median income areas</li> <li>- Facilitate annual outreach to developers. Annually identify development and housing opportunities</li> <li>- Reduce development impact fees and permit processing fees for affordable housing projects for extremely low and very low units by 10 percent</li> </ul>	<p>Ongoing and annual effort; Reduce development impact fees by January 2026</p>	<p>Ongoing effort; Completed, SV@Home affordable housing developer roundtable held on 02/27/2025 to identify development and housing opportunity sites.</p>
<p><b>P - Purchase Affordability Covenants in Existing Apartments</b></p>	<p>Affordability covenants for three housing units with BMP funding to increase the supply of affordable housing per year</p>	<p>1/1/2026</p>	<p>Not yet complete</p>

<p><b>Q- Accessory Dwelling Units</b></p>	<ul style="list-style-type: none"> <li>- Facilitate construction of at least 200 ADUs or JADUs with a goal to facilitate construction of up to 350 ADUs or JADUs throughout the Planning period with a goal of 5% of these units being affordable to lower-income households and 50% in single-family, high median income neighborhoods</li> <li>- Publish pre-approved ADU plans and templates, including designs that address ADA and senior housing needs</li> <li>- Post pre-approved plans on Town website</li> <li>- Use the Town’s social media, website, local press, and community events to distribute information</li> <li>- Adopt objective standards to allow more than one JADU per property by July 2025</li> <li>- Facilitate construction of at least 10 JADUs in low density neighborhoods</li> <li>- Through a homesharing program, assist at least 50 homeowners in renting out available ADUs and JADUs, especially in high/higher resource areas throughout the Planning period</li> </ul>	<ul style="list-style-type: none"> <li>- Initiate marketing program and coordinate efforts on pre-approved ADU plans (2023) and other resources and services (December 2025)</li> <li>- Select at least three plans and conduct media campaign to promote (December 2024)</li> <li>- Annually monitor the production and affordability of ADUs</li> <li>- Amend the ADU Ordinance (January 2024)</li> <li>- Monitor ADU/JADU production against projection by July 2027 and develop strategies to address any potential shortfall in meeting RHNA by the end of 2027</li> </ul>	<p>ADU ordinance amended, production monitoring ongoing</p>
<p><b>R - Density Bonus</b></p>	<p>Increase affordable housing units generated by an amended Density Bonus Ordinance</p>	<ul style="list-style-type: none"> <li>- Bonus Ordinance (December 2024)</li> <li>- Complete study by June 2026 and implement recommended actions by December 2029</li> </ul>	<p>Completed. Amended Density Bonus adopted by the Town Council on 12/17/2024</p>
<p><b>S - Congregational Land Overlay Zone</b></p>	<p>Increase affordable housing on religious sites by 25 units.</p>	<p>12/1/2025</p>	<p>New program not yet complete</p>

<b>T - Nonprofit Affordable Housing Providers</b>	<b>Meet with nonprofit affordable housing providers to identify constraints and barriers</b>	<b>Ongoing and annual effort to support nonprofit affordable housing organizations. Pursue a homesharing program by December 2025 and market program annually with the goal of 5 matches a year.</b>	<b>Completed, SV@Home affordable housing developer roundtable held on 02/27/2025 to identify constraints and barriers to development.</b>
<b>U - Increased Range of Housing Opportunities for the Homeless</b>	<b>Support non-profit organizations to identify emergency shelter, transitional housing, and permanent housing opportunities with 20 bed nights annually.</b>	<b>Ongoing and annual effort</b>	<b>Ongoing and annual effort</b>
<b>V - Housing Opportunities for Persons Living with Disabilities</b>	<b>Zoning Code amendment to increase the number of disabled persons housed by 90 units.</b>	<b>12/1/2024</b>	<b>Not yet complete</b>
<b>W - Rental Dispute Resolution Program</b>	<b>Increase the number of disputes resolved by 20 percent.</b>	<b>Ongoing and annual effort</b>	<b>Ongoing and annual effort</b>
<b>X - Assistance for Persons with Developmental Challenges</b>	<b>Provide rental assistance for persons with disabilities</b>	<b>Annually follow up on a periodic basis with service providers to determine outcomes for referrals and update referral process and timelines accordingly 2023-2031 period</b>	<b>Not yet complete</b>
<b>Y - Supportive Services for the Homeless</b>	<b>Continue the Town's support to provide funds to WVCS for homeless persons services</b>	<b>Ongoing and annual effort</b>	<b>Ongoing and annual effort</b>
<b>Z - Stabilize Rents</b>	<b>Implement improvement opportunities for the Rental Dispute Mediation and Arbitration Ordinance</b>	<b>Complete study by January 2025 and implement Municipal Code changes by June 2025</b>	<b>Not yet complete</b>
<b>AA - Reduce Parking Standards</b>	<b>Zoning Code amendment to reduce parking standards</b>	<b>Complete study by January 2025 and implement Town Code changes by June 2025</b>	<b>Completed. Zoning Code amendments adopted by the Town Council on 02/04/25.</b>

<b>AB - Allow for 100 Percent Affordable Residential Development in Mixed-Use General Plan Designations</b>	<b>Amend the General Plan and Zoning Code to allow for 100 percent affordable housing development in Mixed-Use General Plan designations</b>	<b>Implement General Plan and Municipal Code changes by June 2024</b>	<b>In progress</b>
<b>AC - SB 35 Process Improvements</b>	<b>Measure SB 35 applications processed per year</b>	<b>12/1/2023</b>	<b>Completed. Application form created, no applications received</b>
<b>AD - Low Barrier Navigation Centers</b>	<b>Zoning Code amendment to include the definition for “Low Barrier Navigation Center” consistent with State law</b>	<b>12/1/2023</b>	<b>Completed. Zoning Code amendment adopted by the Town Council on 12/17/24.</b>
<b>AE - Fair Housing Law Education</b>	<b>Add 50 new subscribers to the Notify me subscriber list</b>	<b>Resources posted by end of January 2023</b>	<b>Completed, resources posted on 10/5/2024.</b>
<b>AF - Transit Oriented Development</b>	<b>Zoning Code amendment to establish development standards for transit-oriented development</b>	<b>Implement Municipal Code changes by June 2025</b>	<b>New program not yet complete</b>
<b>AG - Preserve “At-Risk” Affordable Housing Units</b>	<b>Preserve all 169 publicly assisted housing units in Los Gatos.</b>	<b>Ongoing and annual effort</b>	<b>Ongoing effort</b>
<b>AH - Rental Housing Conservation Program</b>	<b>Zero loss of rental housing</b>	<b>Ongoing and annual effort</b>	<b>Ongoing effort</b>
<b>AI - Countywide Home Repair Programs</b>	<b>Three minor home repairs and/or accessibility improvements annually for lower income households, including special needs households</b>	<b>Ongoing and annual effort Update Town website to provide links to County programs annually</b>	<b>Ongoing effort</b>
<b>AJ - Town Residential Rehabilitation Program</b>	<b>Provide rehabilitation to five low-income homeowner units annually</b>	<b>12/1/2027</b>	<b>New program not yet complete</b>
<b>AK - Solar Energy</b>	<b>Increase solar energy use through ministerial building permits</b>	<b>Ongoing and annual effort</b>	<b>Ongoing effort</b>
<b>AL - Town Housing Resources Guide</b>	<b>Increase the Housing Resources Guide usage</b>	<b>Update materials annually</b>	<b>Ongoing effort</b>
<b>AM - Santa Clara County Fair Housing Consortium</b>	<b>Zero displacement</b>	<b>Ongoing and annual effort</b>	<b>Ongoing effort</b>
<b>AN - Community Education Using a Variety of Communication Methods</b>	<b>Increase availability of information.</b>	<b>Update materials quarterly</b>	<b>Ongoing effort</b>

<b>AO - Educate Single-Family Property Owners Regarding In-Fill Housing Options</b>	<b>Provide education on SB 9 and ADU's.</b>	<b>Update materials quarterly</b>	<b>Ongoing effort</b>
<b>AP - Special Needs Housing</b>	<b>Amend the Zoning Code to remove barriers to building special needs housing</b>	<b>Amend Zoning Code by January 2024 Establish prioritize processing of special needs housing by January 2028</b>	<b>In progress</b>
<b>AQ - Zoning Code Amendments</b>	<b>Amend the Zoning Code consistent with the Housing Element timing</b>	<b>Complete rezonings by January 31, 2024, and monitoring and evaluation of the HEOZ developments standards by December 2026.</b>	<b>Completed.</b>
<b>AR - General Plan Amendment</b>	<b>Adopt General Plan amendments consistent with the Housing Element timing.</b>	<b>Complete General Plan amendments by January 31, 2024</b>	<b>Completed.</b>
<b>AS - Provide Adequate Sites for Housing, RHNA Rezoning, and Lower Income Households on Nonvacant and Vacant Sites Previously Identified</b>	<b>The number of housing units entitled per year on these sites</b>	<b>Rezone all sites in the Sites Inventory to increase housing on nonvacant and vacant sites previously identified by January 31, 2023.</b>	<b>Completed.</b>
<b>AT - Affirmative Marketing</b>	<b>Number of marketing plans updated.</b>	<b>As applications which propose new housing units are submitted and available</b>	<b>Ongoing effort</b>
<b>AU - Replacement Unit Program</b>	<b>New policy adopted</b>	<b>Adopt a policy by January 2024 and apply the policy as applications on sites within the Sites Inventory are received and processed</b>	<b>Completed. Zoning Code amendment adopted by the Town Council on 12/17/24.</b>

<p><b>AV - Senate Bill 9 Monitoring</b></p>	<p><b>Prepare Annual Progress Report and issue 96 SB 9 units over the eight-year period</b></p>	<p><b>Evaluate effectiveness of SB 9 approvals every year beginning in 2023; and identify additional incentives and/or site capacity, if needed by 2027</b></p>	<p><b>Ongoing effort</b></p>
<p><b>AW - Story Poles and Netting Policy</b></p>	<p><b>Reduce cost of development by modifying the story pole requirements for affordable housing projects.</b></p>	<p><b>Implement by March 2024, and evaluate effectiveness of reduced requirements every year beginning in 2025; and identify additional incentives and/or site capacity, if needed, within six months of need identification.</b></p>	<p><b>Completed. Amended Policy adopted by the Town Council on 04/16/24.</b></p>
<p><b>AX - Local Labor Program List</b></p>	<p><b>Annually update the list or upon request from a local union.</b></p>	<p><b>Establish a list by December 31, 2024, to post online.</b></p>	<p><b>Completed.</b></p>

<p>AY - Housing Mobility</p>	<p>Provide 160 housing opportunities affordable to lower income households by January 2031.</p>	<p>Annually review overall progress and effectiveness in April and include information in annual report to HCD. If the Town is not on track to meet its 160 affordable housing unit goal for the 8-year RHNA cycle by 2027 (i.e., 80 affordable units built or in process by 2027), the Town will consider alternative land use strategies and make necessary amendments to zoning or other land use documents to facilitate a variety of housing choices, including but not limited to, strategies that encourage missing middle zoning (small-scale multi-unit projects), adaptive reuse, and allowing additional ADUs and/or JADUs, within six months, if sufficient progress toward this quantified objective is not being met.</p>	<p>Ongoing effort</p>
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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO: 11

ITEM NO. 11.

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DATE: March 13, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: The Introduction of an Ordinance Amending Chapter 29 (Zoning Regulations) of the Town Code Regarding Emergency Shelters, Small Employee Housing, Transitional Housing, Supportive Housing, Employee Housing, Group Homes, and Findings for Reasonable Accommodation Requests, Pursuant to Implementation Program AP of the 2023-2031 Housing Element **Will Be Rescheduled to a Future Date**

REMARKS:

This item was noticed for a Public Hearing on March 18, 2025. However, it has been postponed to allow staff additional time for further evaluation and refinement of the proposed Town Code amendments pursuant to Implementation Program AP of the 2023-2031 Housing Element to align with state law. Pending the scope of the revisions to the Town Code amendments this item may be required to return to Planning Commission for review prior to Town Council's consideration.

PREPARED BY: Erin M. Walters  
Senior Planner

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

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO: 12

ITEM NO. 12.

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DATE: March 18, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Discuss the Impacts of Recent Executive Orders on the Town's Federal Funding and Grants

**RECOMMENDATION:**

Discuss the impacts of recent Executive Orders (EOs) on the Town's federal funding and grants.

**DISCUSSION:**

On January 27, 2025, the President's Office of Management and Budget (OMB) released memo M-25-13, initiating a temporary pause on the disbursement of federal financial assistance, including grants and loans. This action aimed to review programs aligned with the administration's policies, particularly targeting initiatives related to diversity, equity, inclusion (DEI), and environmental projects associated with the Green New Deal. The White House provided guidance that the pause was limited to programs, projects, and activities implicated by the President's EOs, "such as ending DEI, the Green New Deal, and funding nongovernmental organizations that undermine the national interest."

On January 29, 2025, the OMB withdrew memo M-25-13 while the White House maintained that the intent of the executive orders related to the funding freeze remained unchanged, leading to ongoing confusion and legal challenges.

During the February 4, 2025, Town Council meeting, Mayor Matthew Hudes and Vice-Mayor Rob Moore requested the Town Council discuss the potential impact of federal actions at a future meeting. As a result, the following report and list of federal awards are intended to facilitate conversation.

It is unclear how federal policy and corresponding legal challenges will unfold. While it appears that federal funding related to DEI initiatives, climate programs, and education may face

**PREPARED BY:** Katy Nomura  
Assistant Town Manager

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

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PAGE 2 OF 2

SUBJECT: Impacts of Recent Executive Orders on the Town's Federal Funding and Grants

DATE: March 18, 2025

restrictions or scrutiny, all federal funding should be closely monitored. Attachment 1 outlines the Town's current federal funding.

CONCLUSION:

The landscape of federal funding and associated legal challenges continue to evolve. While at present it does not appear that the Town's federal funding is compromised, staff will continue to monitor the situation.

FISCAL IMPACT:

The Town has been awarded nearly \$10,000,000 in federal funding. Approximately \$7.7 million of this funding has not yet been received and could potentially be subject to future changes in federal policy. It is worth noting that this funding is not directly related to DEI initiatives, climate programs, and education.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Town Federal Funding

<b>FEDERALLY FUNDED GRANTS AND ASSISTANCE PROGRAMS</b>						
<u>NAME OF PROGRAM</u>	<u>GRANTING AGENCY</u>	<u>DESCRIPTION OF GRANT</u>	<u>TOTAL GRANT AMOUNT</u>	<u>AMOUNT EXPENDED TO DATE</u>	<u>AMOUNT EXPENDED BUT NOT REIMBURSED</u>	<u>AMOUNT NOT YET RECEIVED</u>
<b>OBAG 2</b>	Federal Highway Administration	Grant for construction of the Los Gatos Creek Trail Connector the Highway 9 Project	\$6,193,000	\$5,000,000	\$2,809,000	\$4,002,000
<b>Emergency Management Performance Grant (EMPG)</b>	CalOES / FEMA	Funding for the purpose of sustaining and improving comprehensive emergency management programs.	\$15,300	\$11,129	\$11,129	\$15,300
<b>FEMA HMGP Open Space Management</b>	CalOES / FEMA	Vegetation Management in Town owned Open Space	Grant: \$1,502,121 Town Match: \$500,707	Grant: \$44,192 Town Match: \$16,565	\$21,706	\$1,479,121
<b>FEMA HMGP Roadside Vegetation Management</b>	CalOES / FEMA	Roadside Vegetation Management	Grant: \$1,467,388 Town Match: \$489,130	\$0	\$0	\$1,467,388
<b>USDA Roadside Vegetation Management</b>	US Forest Service	Roadside Vegetation Management	Grant: \$750,000 Town Match: \$750,000	Grant: \$0 Town Match: \$186,300	\$0	\$750,000

<u>NAME OF PROGRAM</u>	<u>GRANTING AGENCY</u>	<u>DESCRIPTION OF GRANT</u>	<u>TOTAL GRANT AMOUNT</u>	<u>AMOUNT EXPENDED TO DATE</u>	<u>AMOUNT EXPENDED BUT NOT REIMBURSED</u>	<u>AMOUNT NOT YET RECEIVED</u>
<b>Library E-Rate</b>	Federal Communications Commission (FCC) funds administered by the California Teleconnect Fund through the CalREN program	This program provides subsidy to significantly reduce the cost of the Library's Broadband internet, including offsetting costs of hardware replacement, upkeep of servers, and maintenance of fiber connections.	\$8,500	\$1,600	\$0	\$6,900
<b>Library Services Act Grant for Ebooks</b>	Federal Institute of Museum of Library Services funds administered by the California State Library's Library Services and Technology Act.	This grant provides funding to acquire e-books for public use.	\$4,900	\$0	\$0	\$4,900

<u>NAME OF PROGRAM</u>	<u>GRANTING AGENCY</u>	<u>DESCRIPTION OF GRANT</u>	<u>TOTAL GRANT AMOUNT</u>	<u>AMOUNT EXPENDED TO DATE</u>	<u>AMOUNT EXPENDED BUT NOT REIMBURSED</u>	<u>AMOUNT NOT YET RECEIVED</u>
<p><b>*General Plan Update Advisory Committee</b></p> <p><i>*Committee sunset on 7-2-21</i></p>	<p>Established in the Fall of 2018 to guide the preparation of the 2040 General Plan.</p> <p>GPAC Reso.2018-15 set committee sunset date as 7-2-20.</p> <p>GPAC Reso.2021-001 extended</p>	<p>(Same Appointees as GPC)</p>	N.A.	N.A	Town of Los Gatos Council Chambers, 110 East Main St., Los Gatos, CA 95030	
<p><b>Housing Element Advisory Board</b></p>	<p>Established 2021 to guide the preparation of the Housing Element.</p>	<p>(Same Appointees as GPC)</p> <p>Maria Ristow and Rob Moore</p>	N.A.	Monthly, 1st and 3rd Thursdays, 7:00 p.m.	Town of Los Gatos Council Chambers, 110 East Main St., Los Gatos, CA 95030	

<u>NAME OF PROGRAM</u>	<u>GRANTING AGENCY</u>	<u>DESCRIPTION OF GRANT</u>	<u>TOTAL GRANT AMOUNT</u>	<u>AMOUNT EXPENDED TO DATE</u>	<u>AMOUNT EXPENDED BUT NOT REIMBURSED</u>	<u>AMOUNT NOT YET RECEIVED</u>
<b>Library Services Act Grants for Zipbooks, Early Learning, and Sustainability</b>	Federal Institute of Museum of Library Services funds administered by the California State Library's Library Services and Technology Act.	Various competitive grants that the Library typically applies for and receives to bolster services for programs and collections.	\$43,500	43,500	\$0	\$0
		<b>TOTAL</b>	<b>\$9,984,709</b>	<b>\$5,100,421</b>	<b>\$2,841,835</b>	<b>\$7,725,609</b>



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO: 13

ITEM NO. 13.

---

DATE: March 4, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Approve the 2025 Community Health and Senior Services Commission Work Plan

**RECOMMENDATION:**

Approve the 2025 Community Health and Senior Services Commission (CHSSC) Work Plan in Attachment 1.

**BACKGROUND:**

In order to provide Town Commissions/Committees/Boards (Commissions) clarity from the Town Council regarding their work, staff recommends the Town Council review and approve each Commission's work plan for the year. This will ensure Council support, efficient use of Commissioners' time, and sufficient staff resources for Commission's projects in 2025.

Certain Commissions are exempt from this process due to their specific functions. The exempt Commissions have projects presented to them for consideration rather than the Commissions creating their own work plans. These exempt Commissions include the Planning Commission, General Plan Committee, Historic Preservation Committee, and Personnel Board.

In coordination with other Town Departments, staff reviewed the potential items for the CHSSC work plan, taking workload, time commitment, and alignment with Council priorities into consideration.

**DISCUSSION:**

The CHSSC discussed its 2025 Work Plan on January 23 and February 27, 2025, and provided comments for staff consideration. The Commission recommended that the Town Council adopt the work plan in Attachment 2.

**PREPARED BY:** Katy Nomura  
Assistant Town Manager

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Reviewed by: Town Manager and Town Attorney

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PAGE 2 OF 2

SUBJECT: Community Health and Senior Services Work Plan

DATE: March 4, 2025

The Commission clarified that it did not anticipate requiring staff time on these items and acknowledged the need to manage the use of staff time. Since no staff time is expected to be allocated, staff had no immediate concerns with the items but recommends reformatting the work plan to clearly indicate that no staff time is allocated, similar to the formatting of other commission work plans. The reformatted work plan, reflecting this clarification, is included in Attachment 1, with the language of the individual items unchanged from the Commission's recommendation. Other commission work plans also included language indicating the items were "for discussion only." The CHSSC expressed concerns with labeling the items as "discussion only" items and staff was comfortable omitting that language.

Throughout the year, the Commission may propose to Council specific, well-defined efforts requiring staff support. If such a recommendation is made, staff will provide analysis for Council's consideration given the scope of the proposed effort. Addressing these items as they are developed with more clarity allows for clearer assessment and proper staff analysis.

Additionally, the work plan does not limit the Commission's ability to discuss other topics within its purview. The Commission may discuss items not on the work plan, but staff time will not be available for those items.

CONCLUSION:

Staff recommends that the Town Council approve the 2025 CHSSC Work Plan as recommended by staff in Attachment 1. This is a reformatted version of the CHSSC's recommendation, using the Commission's recommended item language verbatim.

FISCAL IMPACT:

No fiscal impact is associated with this item.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Reformatted Recommended 2025 CHSSC Work Plan
2. CHSSC Recommended 2025 Work Plan

**Reformatted Recommended 2025 CHSSC Work Plan**

No staff time allocated:

1. Continue the implementation of the Projects identified in Goals 1 through 7 of the 10-year Senior Services Roadmap for Los Gatos unanimously endorsed by the Los Gatos Town Council in February 2023.
2. Expand Project S4 of Goal 2, Core Senior Services, to improve access to behavioral and mental health care in the West Valley to all the residents of Los Gatos, regardless of age.
3. Prepare a follow-on study of mental health services in the West Valley. (The original service assessment was done in 2023.) The key elements of this study will be education, outreach, and service integration.
4. Review the results pertaining to Los Gatos of both the current AARP senior survey and the CASOA senior survey concluded in March 2022 and provide input to both the Town Council and staff.

## Proposed 2025 WORK PLAN

### Community Health and Senior Service Commission (CHSSC)

1. Continue the implementation of the Projects identified in Goals 1 through 7 of the 10-year Senior Services Roadmap for Los Gatos unanimously endorsed by the Los Gatos Town Council in February 2023.
2. Expand Project S4 of Goal 2, Core Senior Services, to improve access to behavioral and mental health care in the West Valley to all the residents of Los Gatos, regardless of age.
3. Prepare a follow-on study of mental health services in the West Valley. (The original service assessment was done in 2023.) The key elements of this study will be education, outreach, and service integration.
4. Review the results pertaining to Los Gatos of both the current AARP senior survey and the CASOA senior survey concluded in March 2022 and provide input to both the Town Council and Staff.

The Commission will continue to receive public input, evaluate options, and make recommendations to the Town Council on policy issues regarding the human service needs of the Los Gatos community.

This work plan will ensure Council support, efficient use of Commissioners' time, and sufficient staff resources for the Commission's projects in 2025.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/18/2025

ITEM NO. 14.

ITEM NO: 14

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**DATE:** March 13, 2025  
**TO:** Mayor and Town Council  
**FROM:** Chris Constantin, Town Manager  
Gabrielle Whelan, Town Attorney  
**SUBJECT:** Approve the Proposed Tolling Agreement for Newtown Development at 15495 Los Gatos Boulevard and Authorize Execution by Town Manager

**RECOMMENDATION:**

Approve the proposed Tolling Agreement for Newtown Development at 15495 Los Gatos Boulevard and authorize Town Manager to execute the agreement.

**BACKGROUND:**

On March 19, 2024, the applicant has submitted a Senate Bill 330 (SB 330) preliminary application for an apartment project at 15495 Los Gatos Boulevard. Per SB 330, this applicant vested to 180 days plus two successive 90-day periods to render this planning application complete. The applicant's second 90-day period is scheduled to expire on March 23, 2025.

The applicant is considering submitting a planning application for an alternative project, which is anticipated to be a three-story townhouse project. While the applicant processes that alternative planning application, the applicant wishes to toll the SB 330 deadlines associated with the original proposal.

Town staff agrees that it would be beneficial to toll the deadlines associated with the original proposal so that the applicant can submit an alternative planning application for a three-story townhome development.

**PREPARED BY:** Gabrielle Whelan  
Town Attorney

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

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PAGE 2 OF 2

SUBJECT: Newtown Tolling Agreement

DATE: March 13, 2025

DISCUSSION:

Town staff has negotiated the attached tolling agreement with the applicant (Attachment 1). Per the terms of the tolling agreement, the deadlines associated with the applicant's current SB 330 planning application will be tolled while the tolling agreement remains in effect and the applicant processes an alternative planning application for a three-story townhome development. The term of the tolling agreement will extend until either: 1) the Town has rendered a final decision on an alternative townhome project and any appeal period has expired or 2) the agreement has been terminated by either party. Each party has the ability to terminate the tolling agreement subject to a 30-day meet and confer period. After a 30-day meet and confer period, either party may terminate the tolling agreement upon a 90-day written notice.

The tolling agreement also documents the status of the apartment project application, including fees paid to date and items that are remaining in order to render that planning application complete.

CONCLUSION:

The Town Manager and Town Attorney recommend that the Town Council approve the proposed tolling agreement and authorize its execution by the Town Manager by motion.

COORDINATION:

This staff report was coordinated the Town Manager, the Town Attorney, the Community Development Department, and the Parks and Public Works Department.

FISCAL IMPACT:

There is no fiscal impact associated with approval of this tolling agreement.

ENVIRONMENTAL ASSESSMENT:

Approval of this tolling is not a project defined under CEQA in that it will not result in any significant environmental impacts, and no further action is required.

Attachments:

1. Proposed Tolling Agreement with Exhibit A (Review Letter) and Exhibit B (Fee Schedule)

**TOLLING AGREEMENT**

15495 Los Gatos Boulevard, Los Gatos

This Tolling Agreement (the “**Agreement**”), dated as of the date all parties sign this Agreement (the “**Effective Date**”), is entered into by and among Green Valley Corporation, a California corporation (the “**Applicant**”) and the Town of Los Gatos (“**Town**”). Applicant and the Town are individually referred to herein as a “**Party**,” and collectively referred to as the “**Parties**”.

**RECITALS**

- A. WHEREAS, Applicant owns and/or is authorized to submit a development application by the owner of that certain real property totaling approximately 3.86 acres, commonly known as 15495 Los Gatos Boulevard, Los Gatos, APN: 424-22-030 (the “**Property**”);
- B. WHEREAS, on March 19, 2024, the Applicant submitted a preliminary application (the “**Preliminary Application**”) pursuant to the Housing Crisis Act of 2019 (“**SB 330**”). The Preliminary Application consists of demolition of the existing commercial/retail structures and construction of a multi-family residential development including 238 residential units in two seven-story buildings that sit on a single podium for parking (the “**Apartment Project**”);
- C. WHEREAS, because Applicant has submitted a Preliminary Application, Applicant is vested to the Town’s development standards and fee schedule in place on the date the Preliminary Application was submitted;
- D. WHEREAS, Applicant had 180 days to submit a complete planning application and vested to two additional 90-day review periods;
- E. WHEREAS, on August 30, 2024, Applicant timely filed a formal application for the Apartment Project, and thereafter timely submitted responses to the Town’s comments and requests for additional information, studies, and reports.
- F. WHEREAS, Applicant’s first 90-day deadline was December 24, 2024, and Applicant resubmitted on November 26, 2024, and therefore timely filed its first resubmittal;
- G. WHEREAS, Applicant’s second 90-day deadline is March 23, 2025, which means that upon termination of this Tolling Agreement, Applicant will have five days in which to submit a complete planning application for the Apartment Project;
- H. WHEREAS, the Town issued review letters from each department identifying the status of Applicant’s Apartment Project application and identifying those items necessary for Applicant’s Apartment Project application to be deemed complete, as well as comments regarding consistency with Town standards, and to set the matter before the Planning Commission for a recommendation and Town Council for a decision (together, the “**Review Letter**”). A copy of the most recent Review Letter is attached hereto as **Exhibit A** and incorporated herein by this reference.

- I. WHEREAS, Applicant now desires to submit a new application consisting of demolition of the existing commercial/retail structures and construction of a townhome project (the “**Townhome Project**”) and toll any deadlines associated with the planning application for the Apartment Project pending processing of the Townhome Project;

Now therefore, with reference to the foregoing recitals, which are incorporated into this Agreement, and for good and valuable consideration, sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **TERMS AND CONDITIONS**

1. **Recitals.** Recitals A-I set forth above are deemed true and correct and incorporated herein by this reference.
2. **Tolling; Effect of Tolling.** The Parties agree that, for the Term of this Agreement as defined in Section 3, the running of all filing and/or submittal and review deadlines and the requirement to pay any additional fees or costs applicable to the Apartment Project, by either Party, are tolled. Nothing in this Agreement shall be admissible in any litigation between the Parties other than in an action to enforce the terms of this Agreement.
3. **Term, Termination, and Extension.** The term of this Agreement (the “**Term**”) will extend until the Town renders its final decision on the Townhome Project (the “**Final Decision**”) and all appeal periods for initiating a legal challenge (appeal, writ, referendum, or otherwise) of the Final Decision have passed without a challenge having been initiated, or if a challenge is initiated, such challenge has been resolved. (“**Term**”). Each Party has the right to terminate this Agreement, subject to a 30-day meet and confer period to work together in good faith to resolve the issues (the “**Meet and Confer Period**”). If the Parties are unable to achieve resolution within the Meet and Confer Period, then, within five business days of expiration of the Meet and Confer Period, either party may deliver written notice to terminate the Agreement (a “**Termination Notice**”) and this Agreement shall terminate on the date that is 90 days from the date of the Termination Notice. Nothing herein shall limit the Party’s right to seek judicial enforcement of an alleged breach after following the procedure set forth in Section 18. The Term can be extended only by mutual written consent of the Parties.
4. **Status of Application for Apartment Project.**
  - a. The Review Letter includes the final items required by the Town for the Apartment Project application to be deemed complete, as well as comments regarding consistency with Town standards, and to set the matter before the Planning Commission for a recommendation and Town Council for a decision. As described in detail in Exhibit A, the remaining items needed to render the formal planning application for the Apartment Project complete are:
    - (i) Vesting Tentative Map and fee of \$11,008.72;
    - (ii) With regard to the preliminary grading and drainage plans:

- a. Total disturbed area, in square feet or acre;
  - b. Interim erosion control measures;
  - (iii) With regard to the building elevations, elevations of existing buildings to be removed;
  - (iv) Provide striping details for the parking spaces consistent with Engineering Standard Plan ST-264.
- b. The fees paid to date by the Applicant are listed in **Exhibit B**.
- c. If the Term of this Agreement expires or if Applicant earlier terminates this Agreement and Applicant reverts to processing the Apartment Project, the Review Letters shall be controlling and no new or expanded requirements, deliverables, or requests may be imposed by the Town, except that the Town retains the ability to impose new requirements if the Applicant revises the Apartment Project or submits new information. The fees and cost schedule attached hereto as **Exhibit B** identifies all fees and costs paid by Applicant as of the date of this Agreement (the “**Fee Schedule**”). If the Term of this Agreement expires or if Applicant earlier terminates this Agreement and Applicant reverts to processing the Apartment Project, the Fee Schedule shall be controlling and the 2024 fee schedule shall apply. This documents that the Applicant has paid the fees set forth in Exhibit B. However, the applicant may need to pay additional deposits for any additional staff time, CEQA review, or consultant review.
5. **Evidence Code Section 1152.** The terms of this Agreement, and all communications and drafts related to this Agreement, are subject to Evidence Code section 1152, and shall not be admissible in any action between the Parties other than an action to enforce the terms of this Agreement.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Signatures provided by electronic image shall have the same force and effect as original signatures.
7. **Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered, emailed, or mailed to the respective Party as follows:

If to Town:                      The Town of Los Gatos  
110 E. Main Street  
Los Gatos, CA 95030  
Attn: Town Manager  
Email: manager@losgatosca.gov

With Copies to:                The Town of Los Gatos  
110 E. Main Street



Los Gatos, CA 95030  
Attn: Town Attorney  
Email: attorney@losgatosca.gov

If to Applicant: Green Valley Corporation  
777 N. First Street, Fifth Floor  
San Jose, CA 95112  
Attn: Legal Notices  
Email: notices@swenson.com

With copies to: Situs Law  
PO Box 3221  
San Luis Obispo, CA 93403  
Attn: Summer Ludwick, Esq.  
Email: summer@situslaw.com

Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to the new address. Notices shall be deemed delivered when they are (i) personally delivered, or (ii) sent if by email; and shall be deemed delivered three days after posting if mailed using the United States postal service.

8. **Headings.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

9. **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

10. **Waivers.** Except as otherwise specified herein, waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

11. **Each Party's Role in Drafting the Agreement.** Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

12. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws principles. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be heard and filed in a court of competent jurisdiction in the County of Santa Clara.

13. **Integration and Modifications.** This Agreement contains all the representations and the entire agreement and understanding among the Parties with respect to the subject matter hereof, and supersedes all prior understandings, agreements (whether written, verbal, implied or otherwise), and communications with respect thereto. None of the terms hereof shall be amended, waived, or otherwise modified except pursuant to a written instrument duly executed by the Parties.

14. **No Third Party Beneficiaries.** Nothing in this Agreement, whether express or implied, is intended (i) to confer any rights, benefits, or remedies under or by reason of this Agreement on any person or entity other than the Parties and their respective successors and permitted assigns, (ii) to relieve, terminate, or discharge any obligation or liability of any person or entity not a party to this Agreement to any Party hereto, or (iii) to give any third person or entity any right of subrogation or action against any Party.

15. **Cooperation in Challenge to Agreement.** The Parties shall mutually cooperate with each other in any litigation, administrative action, or other proceeding brought by a third party or parties challenging this Agreement, shall not induce, recommend, or otherwise make any comment or statement to any person or entity to encourage a challenge to this Agreement or to the Project Approvals.

16. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and the Parties' successors, administrators, managers, assigns, and employees, and shall be binding upon and shall inure to the benefit of the Parties' officers and agents acting in their official capacity.

17. **Authority to Enter into Agreement.** Each Party covenants and represents that it is fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each signatory to this Agreement represents and covenants that he or she possesses the necessary capacity and authority to sign and enter into this Agreement and to bind the Party on whose behalf he or she is a signatory.

18. **Dispute Resolution.** If any Party believes that the other Party is in breach of the terms set forth in this Agreement, the Party asserting the breach shall give written notice to the other Party of the alleged breach, which notice shall set forth with reasonable particularity the alleged breach. The Parties shall meet, confer, and attempt to resolve the alleged breach within thirty (30) days of such notice. If the Parties are unable to resolve the claim of alleged breach in the meet and confer process, the Party asserting a breach may seek judicial enforcement of the Agreement.

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

[SIGNATURE PAGES FOLLOW]

TOWN OF LOS GATOS,

By: \_\_\_\_\_  
Name: Chris Constantin  
Title: Town Manager

Dated: \_\_\_\_\_, 2025

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Gabrielle Whelan  
Title: Town Attorney

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name: Wendy Wood  
Title: Town Clerk

Dated: \_\_\_\_\_, 2025

GREEN VALLEY CORPORATION,  
a California corporation

By: \_\_\_\_\_  
Case Swenson, President

Dated: \_\_\_\_\_, 2025

EXHIBIT A  
Review Letter  
[attached]



**TOWN OF LOS GATOS  
STAFF TECHNICAL  
REVIEW COMMENTS**

**STAFF TECHNICAL REVIEW  
PLANNING DIVISION  
December 23, 2024**

**ITEM: 15495 Los Gatos Boulevard  
Architecture and Site Application S-24-046  
Conditional Use Permit Application U-24-011**

Requesting Approval for Demolition of Existing Commercial Structures, Construction of a Multi-Family Residential Development (238 Units), a Conditional Use Permit for a Mixed-Use Development, and Site Improvements Requiring a Grading Permit, Under Senate Bill 330 (SB 330) on Property Zoned CH. APN 424-22-030. CEQA Review is Pending.

PROPERTY OWNER: Grade-Way Associated VI, a California Partnership / Partner – Green Valley Corporation  
APPLICANT: Green Valley Corporation dba Swenson / Mark Pilarczyk

**PROJECT PLANNER:** Sean Mullin  
**LAST REVIEWED BY STAFF:** Second Review

**COMMENTS:** This application submittal is **INCOMPLETE** and requires resubmittal of plans and application materials to address deficiencies noted.

**ENVIRONMENTAL:** CEQA review is pending.

APPLICANT RESPONSE OF NOVEMBER 26, 2024

- Architectural Response to Plan check comment in Blue italic and clouded as delta #1*
- Landscape Response to Plan check comment in Green italic and clouded as delta #1*
- Civil Response to Plan check comment in Red italic and clouded as delta #1*

**PROJECT DEFICIENCIES RELATED TO APPLICATION COMPLETENESS:**

- 1) Pursuant to CA Gov Code Section 65941.1 (d), if the development proponent does not submit the necessary information identified in this and other review letters, within the 90-day period, then the preliminary application shall expire and have no further force or effect.  
*11/26/24 Response: Noted.*



**TOWN OF LOS GATOS  
STAFF TECHNICAL  
REVIEW COMMENTS**

- 2) CEQA: Staff is coordinating with the Town Environmental Consultants to determine what environmental analysis will be required for the project. Environmental analysis is required at cost to the applicant. Staff will require payment of a deposit at a future date.  
*11/26/24 Response: Noted.*
- 3) CEQA: Clarify whether the applicant team anticipates providing any technical studies related to environmental analysis (traffic, habitat, bio, ESA, cultural, air quality, noise, soils etc.) for peer review by the Town Environmental Consultants. If not provided, the studies determined to be required by the Environmental Consultant will be prepared by the Town Environmental Consultants at the cost of the applicant.  
*11/26/24 Response: Applicant anticipates limited reporting given CEQA exemption for infill projects under a certain acreage, which our project qualifies for. If for some technical reason the Town pursues an initial study for MND, again we would anticipate only limited reports.*  
**Staff Response:** The project does not qualify for a Class 15332 exemption since it is not consistent with the applicable General Plan land use designation, specifically the density. Staff will provide feedback regarding the CEQA process and a list of technical studies needed for that process shortly. No additional response on this item needed for Planning regarding completeness.
- 4) Since Multi-Family Residential is not a principally permitted use (or an allowed standalone conditional use) in the CH zone and is only allowed with a conditional use permit for a mixed-use development, please include a letter of justification detailing why the “mixed-use” component is not included as a part of the application.  
*11/26/24 Response: Justification Letter is updated and submitted as part of our response. The Housing Crisis Act of 2019 - SB 330 "Builder's Remedy" allows for residential development in these situations. This is further elaborated in our Justification Letter attached. We will be utilizing State Density Bonus to adhere to their on site affordable requirements allowing for waivers on certain design standards for our proposed project.*  
**Staff Response:** Several responses herein reference State Density Bonus Law and invoke waivers using this statute. The maximum density allowed by the General Plan land use designation is 20 du/ac. The proposed density of 61.7 du/ac far exceeds the increased densities accommodated through SDBL. Therefore, SDBL is not applicable to this project and “waivers” do not apply. Any requested deviations from Town objective requirements must rely on alternative means; in this case, the response invokes builders’ remedy. See additional consistency comments related to the submitted Letter of Justification below. No additional response on this item needed for Planning regarding completeness.



TOWN OF LOS GATOS  
STAFF TECHNICAL  
REVIEW COMMENTS

- 5) Project Description Letter:
- a) ~~The second paragraph indicates 47 units will be designated as affordable, which is 19.7 percent of the gross unit count. Twenty percent of the gross unit count of 238 equals 47.6 units, which rounds to 48 units required to achieve the 20 percent threshold.~~  
*11/26/24 Response: 48 units are designated as affordable units, see affordable unit sheets A-0.65 to A-0.67.*
  - b) Specify which Town Requirements are not being complied with for this project.  
*11/26/24 Response: SB 330 and State Density Bonus allow for waivers given the on-site affordable that will be provided. Items requiring waiver are noted on the plans and excel sheet for design standards. This includes parking, bicycle parking, setbacks, height, etc.*  
**Staff Response:** State Density Bonus Law does not apply to this project. The maximum density allowed by the land use designation is 20 du/ac. The proposed density of 61.7 du/ac far exceeds the increased densities accommodated through SDBL. Therefore, SDBL is not applicable to this project and “waivers” do not apply. Any requested deviations from Town objective requirements must rely on alternative means. See additional consistency comments related to the submitted Letter of Justification below. No additional response on this item needed for Planning regarding completeness.
  - c) ~~Provide basic project information (lot size, building size, existing building size to be demolished, proposed use, height, etc.).~~  
*11/26/24 Response: Existing Buildings: Site is 3.8+/- acres and the existing buildings are majority single story with a two-story building at the rear of the property. The total existing square feet is approximately 47,652 +/- SF between retail and office space. AU of the existing improvements will be demolished for the proposed redevelopment. Please see Project Information (A-0.01) for proposed building use information.*
  - d) Confirm that the project is to provide for rent units only. If units are to be for sale, provide a subdivision map meeting all the Town’s requirements.  
*11/26/24 Response: The proposed project is to be rental; however, we are creating a vesting tentative map to have for future flexibility. Initial plans are for this to be a rental product with single ownership and management company operating in the fashion of a market rate Class A apartment.*  
**Staff Response:** A Vesting Tentative Map was not included with the 11/26/24 submittal. If a VTM is proposed, provide one with the resubmittal including all the information required under submittal requirement G in “Requirements for Preparation of Development Plans” checklist. A VTM for condominium purposes requires a fee of \$11,008.72.



TOWN OF LOS GATOS  
STAFF TECHNICAL  
REVIEW COMMENTS

~~6) Below Market Price Units: The floor plans and the “Project Description/Letter of Justification” need to specify which units are Below Market Price (BMP) and specify how compliance with the Town’s BMP requirements (Town Code Chapter 29, Article I, Division 6) are complied with. Detailed floor plans for each unit must be provided. The letter should respond to each of the four characteristics listed below, and the plans should contain enough information so that staff can determine that the size of units are compatible with the market rate units, that the location of BMP units are dispersed throughout the proposal, that the exterior appearance be indiscernible from the market rate units, and that all project facilities and amenities be available to the BMP units. Pursuant to the Town’s Below Market Price Housing Program, Section III (Characteristics of BMP Units):~~

~~a) Size of units: BMP dwelling units should to the extent possible, be consistent with the market rate units in the project. The Town and developer may negotiate regarding the size of units if more units than required are to be provided. BMP units should be provided proportionately in the same unit type mix (number of bedrooms) as the market rate units. In consideration of the household size of the households on the current program interest list, the Town and developer may negotiate to provide a greater proportion of a particular unit type. There should to the extent possible, not be a significant identifiable difference between the BMP and market rate units visible from the exterior. The size and design of the BMP units should to the extent possible, be consistent with the market rate units in the development. The goal of the BMP Program is for a seamless integration of the BMP units with the market rate units in a development.~~

~~*11/26/24 Response: New sheets for BMP units were added to the set Please refer to the sheet A-0.65, A-0.66 and A-0.67 for the BMP unit types and sizes (identified as BMP on each unit type). Also the ratio of each BMP unit type (20% of each type) were added to the project info sheet A-0.01 and clouded.*~~

~~b) Location of units: BMP units shall be dispersed throughout the development, to the extent feasible, in all buildings, on each floor, and in each project phase. A concentration of BMP units in one location is not desirable and will generally not be allowed.~~

~~*11/26/24 Response: New sheets for BMP unit locations were added to the set. Please refer to the sheet A-0.65, A-0.66 and A-0.67 for the BMP unit types and sizes (identified as BMP on each unit type).*~~

~~c) Finish of units: The external appearance of BMP units should be indiscernible to that of the market rate units in the project. The internal finish of BMP units should be identical to that of the market rate units in the project, except that the developer may request Town approval of substitutions for luxury interior finishes, appliances, or fixtures, if such substitutions do not violate any Town code requirement.~~





TOWN OF LOS GATOS  
STAFF TECHNICAL  
REVIEW COMMENTS

~~11/26/24 Response: All exterior and interior finishes will be the same as the Market Rate Units.~~

- d) ~~Project Facilities: All project facilities and amenities, including parking, must be available on the same basis to the BMP units as to the market rate units in the project, to the extent feasible, unless the deciding body approves a reduction in parking for the BMP units.~~

~~11/26/24 Response: Access to all on site amenities and on site parking will be offered the same to both Market Rate and Below Market Price units.~~

- 7) ~~Contact the garbage and recycling service provider to ensure the trash rooms, staging area, and trash pickup are adequately sized for the proposed uses and that they have adequate access for pick up. Provide correspondence from provider.~~

~~11/26/24 Response: The West Valley Recycles(garbage provider) is not providing correspondence for the project but provides guidelines to a minimum level of organics, recycling and landfill service based on the number of dwelling units and cubic yard container dimensions. See trash service calculation on sheet A-0.01. See attached email correspondence regarding adequate access for pick up.~~

- 8) ~~Per the Town's Height Pole, Flagging, Netting and Signage Policy for Additions and New Construction a project identification signs shall be installed within 30 days of the date of this letter (October 25, 2024). Here is a link to the policy:~~

~~<https://www.losgatosca.gov/DocumentCenter/View/179/Height-Story-Pole-and-Netting-Information?bidId=>~~

~~01/26/24 Response: Per the September 25th meeting with the Town, the story pole requirement was waived by the Town due to height of the proposed buildings.~~

- 9) ~~As required on the Applicant Submittal Checklist:~~

- a) ~~The provided environmental checklist is incomplete. Please complete and include with resubmittal. (8)~~

~~11/26/24 Response: Sent via email to Sean Mullin on 11/12/24, including copy with resubmittal.~~

- b) ~~Provide a completed Build It Green Greenpoint Rated Checklist. (10)~~

~~11/26/24 Response: Please see sheet A-0.03 & A-0.04 for the completed Greenpoint Rated Checklist.~~

- c) ~~Provide a complete How to Read Your Neighborhood Workbook. (12)~~

~~11/26/24 Response: Please see attached completed "How to Read Your Neighborhood Workbook".~~



TOWN OF LOS GATOS  
STAFF TECHNICAL  
REVIEW COMMENTS

- 10) As required on the Requirements for Preparation of Development Plans:
- a) ~~Site plans must show the required building setbacks. (B.2)~~  
*11/26/24 Response: The building setbacks have been provided, see sheet A-1.00 Site Plan.*
  - b) ~~Be sure to show all required public improvements, including streets, curbs, gutters, street lighting, street paving, and fire hydrants. (B.8)~~  
*11/26/24 Response: Public improvements include the new driveways and new sidewalk to replace the old driveway not utilized. These are shown on sheet C2.0 Site Plan.*
  - c) The following requirements are missing from the preliminary grading and drainage plans (B.10):
    - i. ~~Table of earthwork quantities with identification of individual areas of cut and fill depths and volumes (basement, driveway, landscape, site work, driveway, etc.).~~
    - ii. ~~Calculations of volumes in cubic yards.~~
    - iii. ~~Total disturbed area, in square feet or acre.~~
    - iv. ~~Interim erosion control measures.~~
    - v. ~~Trees impacted by grading.~~*11/26/24 Response: See sheet C3.0 Grading and Drainage Plan/or items i, ii, and iii. Item iv will be provided as part of building permit, not planning. For item iv. The Blueprint for a Clean Bay Sheet is on sheet A-0.02 for interim control measures. An erosion control plan will be prepared as part of the building and/or grading permit phase and will list interim control measures during construction. For item v, trees to be removed shown on sheet C1.0.*  
**Staff Response:** Total disturbed area and interim erosion control measures have not been provided and are a requirement for this application during entitlement phase pursuant to the checklist.
  - d) ~~Clarify if any retaining walls are proposed. If so, provide all details required under B.10.g.~~  
*11/26/24 Response: No retaining walls are proposed.*
  - e) The following requirements are missing from the building elevations (C):
    - i. ~~Elevations of existing buildings to be removed. (C.1)~~  
*11/26/24 Response: Elevations of existing buildings to be removed shown on sheet C1.0.*  
**Staff Response:** Elevations of the existing buildings to be removed are not included on Sheet C1.0 and are a requirement for this application during entitlement phase pursuant to the checklist.
    - ii. ~~All elevations and sections must show existing and proposed grades and dimension maximum height to the lower of the two grades. (C.3 & C.7)~~



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~~11/26/24 Response: Please refer to the elevation sheet A-3.01. The existing finish grade (341.90) and architectural grade (0.00) was shown on elevations and clouded as well as the maximum height dimensions.~~

- f) ~~The following requirements are missing from the landscape/tree plan (D):~~
  - i. ~~The tables on A-0.52 (Arborist Report) must indicate which trees will be removed or saved. If removal proposed, indicate the reason for removal. (D.4.e & D.4.f)~~
  - ii. ~~Provide details of all fencing, gates, walls, etc., including height, location. Provide a construction detail showing all materials and dimensions. (D.6)~~
  - iii. ~~Provide the aggregate irrigated landscape area. (D.7)~~

~~11/26/24 Response: i. Arborist report shown on sheet L2. Column added to show which trees are removed and the reason why. ii. Details of all fencing, gates, walls, etc. shown on sheets L8-L9. Ca/louts shown on sheets L3-L6. iii. Aggregate irrigated landscape area shown in MWELo calculations on sheet L16.~~

**Staff Response:** Resolved from a completeness standpoint. See consistency comments below related to fence heights.

- g) Letter of Justification (I.7): Provide a letter of justification including the following information:
  - i. ~~Description of the proposed request; 11/26/24 Response: 238 unit multifamily~~
  - ii. ~~Benefit to the community if the project should be approved; 11/26/24 Response: Housing in the time of a housing crisis – Housing Crisis Act of 2019~~
  - iii. ~~Where a traffic impact is determined by the parks and public works department, provide specific sections of the general plan and any applicable specific plan clearly stating that the type of project will benefit the community; 11/26/24 Response: A commercial/retail center is typically higher impacts to traffic than multifamily. SB 330 application with state density bonus allows the application.~~

**Staff Response:** State Density Bonus Law does not apply to this project. The maximum density allowed by the land use designation is 20 du/ac. The proposed density of 61.7 du/ac far exceeds the increased densities accommodated through SDBL. Therefore, SDBL is not applicable to this project. A traffic study may be required by the Parks and Public Works Department and/or CEQA review. See additional consistency comments related to the submitted Letter of Justification below. No additional response on this item needed for Planning regarding completeness.
  - iv. ~~List the facts that would in your opinion, justify the application; and See letter.~~
  - v. ~~For residential projects, how the proposal meets the Town's housing needs as identified in the general plan. See attached letter – market rate and affordable units provided.~~

~~11/26/24 Response: Justification Letter submitted separately – dated 11/26/24~~



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**Staff Response:** See additional consistency comments related to the submitted Letter of Justification below. No additional response on this item needed for Planning regarding completeness.

- 11) Provide striping details for the parking spaces consistent with Engineering Standard Plan ST-264.

*11/26/24 Response: Striping details were added to all the parking spaces. Please refer to the basement and 1st floor plan on sheets A-2.00 and A-2.01.*

**Staff Response:** The striping details added to A-2.00 and a-2.01 does not include dimensions to show compliance with the objective standards included in Engineering Standard Plan ST-264. To achieve completeness for this item, staff recommends embedding Plan ST-264 onto these two sheets as a typical detail for the parking spaces.



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**PROJECT CONSISTENCY RELATED ITEMS:**

**COURTESY NOTIFICATION OF CONSISTENCY ISSUES IDENTIFIED AS PART OF COMPLETENESS REVIEW:**

While conducting the completeness review of your planning application, staff identified the following consistency issues and am calling them to your attention now as a courtesy:

- 12) ARCHITECTURAL REVIEW: Peer review by the Town’s Consulting Architect requires a deposit of \$13,750. Contact staff to indicate if payment will be made via check or credit card so the invoice can be finalized. Credit card payments are subject to a 2.4% processing fee.

*11/26/24 Response: Invoice provided by Town and Swenson processed payment for delivery to Town.*

**Staff Response:** Requested deposit has been provided. Review by the Town’s Consulting Architect is proceeding, and the report will be provided upon completion. No further action on this item is needed.

- 13) ARBORIST REVIEW: Peer review of the project Arborist Report requires a deposit. Staff is coordinating with the Town’s Consulting Arborist and will request the deposit. Please submit the Arborist Report as a separate standalone document in addition to embedding in the project plans.

*11/26/24 Response: Requested invoice from Town. Report included in original submittal and included in plans and submitting separate documents per this request*

**Staff Response:** Requested deposit has been provided. Peer review by the Town’s Consulting Arborist is proceeding, and the report will be provided upon completion. No further action on this item is needed.

- 14) OBJECTIVE DESIGN STANDARDS: See staff comments on the Objective Design Standards (ODS) provided in the separate spreadsheet.

*11/26/24 Response: Please refer to the OBJECTIVE DESIGN STANDARDS response letter.*

**Staff Response:** See additional staff comments in the ODS spreadsheet.

- ~~15) Cover Sheet:~~

- ~~a) Scope of Work: Clarify the use/programming of the amenity space along Los Gatos Boulevard.~~

~~*11/26/24 Response: The scope of work was revised to include the fitness/ community use for the amenity space along Los Gatos and clouded both on 1st floor and cover sheet See sheets A-2.01 and A-0.00.*~~



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16) Sheet A-0.01:

- a) Project Information table:
  - i. Provide the maximum allowable building coverage per the CH zone (50 percent).  
~~11/26/24 Response: Max. building coverage per CH was added to the project information and clouded on sheet A-0.01.~~
  - ii. Provide the maximum allowable building height per the CH zone (35 feet).  
~~11/26/24 Response: The max. building height per CH was added to the project information and clouded on A-0.01.~~
  - iii. Remove the statement regarding AB 2011. Correct the zoning to “CH – Restricted Commercial Highway.”  
~~11/26/24 Response: The statement was removed and the zoning was corrected and clouded on sheet A-0.01.~~
  - iv. Remove the following text “Parking shall be setback a minimum of 25 feet off of the corridor.”  
~~11/26/24 Response: The text was removed from the project information.~~
  - v. The Occupancy Code Section calls out a restaurant use. Is a restaurant proposed?  
~~11/26/24 Response: There is no proposed restaurant. The restaurant note has been deleted.~~
  - vi. Provide the square footages of the existing buildings to be demolished.  
~~11/26/24 Response:~~  
**Staff Response:** The requested information was not provided on Sheet A-0.01.
  - vii. Provide the maximum density allowed for the site (20 units/acre).  
~~11/26/24 Response: The max. allowed density was added to the project information and clouded.~~  
**Staff Response:** In addition to the 20 units/acre provided on Sheet A-0.01, staff noted the addition of “IDENTIFIED AS A MUNICIPALITY IN A METROPOLITAN AREA (SANTA CLARA COUNTY) 60 UNITS/ACRE”. What is the source of this claimed density allowance and how does it apply to this site?
  - viii. Provide density calculations: Gross (inclusive of all units) and Net (excluding BMP units).  
~~11/26/24 Response: The gross and net density calculation was provided in project information on sheet a-0.01 and clouded.~~
- b) This project is subject to the Town's Below Market Price (BMP) Program. Provide a summary detailing the number of units to be dedicated affordable, the affordability level, and which specific units are to be dedicated. The Town's BMP requirements are included in Town Code Chapter 29, Article I, Division 6.  
~~11/26/24 Response: The BMP summary has been provided to indicate the number and location of BMP units throughout the different levels of the two buildings (Building A & B), see sheet A-0.67.~~



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- c) Provide the square footages and maximum heights of the existing buildings to be demolished.  
*11/26/24 Response: 14-23+/- foot height (some single story and one portion two-story) and approximately 47,652 square feet.*  
**Staff Response:** Provide this information in the plan set. Staff recommends inclusion in the Project Information table on Sheet A-0.01.
  - ~~d) Provide the parking required by the Town Code:  
1.5 spaces per unit: 357 spaces  
1 guest space/unit: 238 spaces  
TOTAL \_\_\_\_\_ 595 spaces  
*11/26/24 Response: The required and provided parking spaces were added to the parking calculation table and clouded.*~~
  - ~~e) Provide a table listing the number of proposed conforming parking spaces (i.e., non-tandem) and nonconforming spaces:  
*11/26/24 Response: A new column was added to the parking table for tandem parking and clouded.*~~
  - f) Include the 240 short-term bike parking spaces required by the Objective Design Standards and the number of proposed spaces in the bike parking table.  
*11/26/24 Response: The required and provided class I & II bike parking spaces were added to the bike parking table and clouded.*  
**Staff Response:** Please clarify if the bike storage room on the ground floor in the north (right-rear) corner of the building is included in the 240 spaces provided in the table. If the bike lockers in this room are used to satisfy the 240 required long-term bike parking spaces, provide full details showing compliance with ODS A.3.3. Add notes to all bike rooms indicating that they are for use by the residents only and are key accessed consistent with ODS A.3.
  - g) "GARAGE" is misspelled in the First Floor table of the Gross Building Area Summary.  
*11/26/24 Response: Spelling has been corrected.*
- 17) Sheet A-0.20:  
a) "GARAGE" is misspelled in the First Floor table of the Gross Building Area Summary.  
*11/26/24 Response: Spelling has been corrected.*
- 18) Sheet A-0.21:  
a) Clearly label all community recreation spaces per the Objective Design Standards.  
*11/26/24 Response: The amenity area on 1st floor was revised to the fitness I community room and clouded.*  
**Staff Response:** The table provided on Sheet A-0.01 and plans on Sheets A-0.21, A-0.22, and A-0.23 demonstrate compliance with this ODS. No additional response needed.



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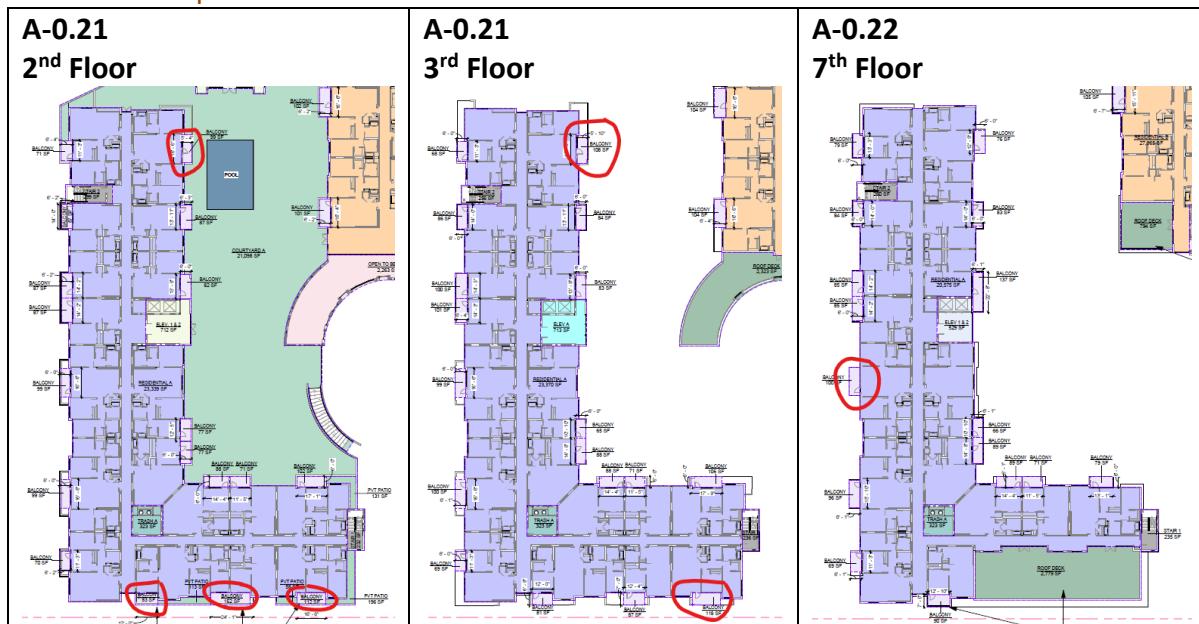
b) ~~It is not clear how/if the roof decks and private patios are accessed. If so, are they accessible to individual units or the community at large?~~

~~*11/26/24 Response: There are access doors from the common corridors area.*~~

c) Call out the sizes of each balcony for each unit.

~~*11/26/24 Response: Please refer to the Area plans sheets A-0.20 to A-0.22 and A-0.65 for balcony sizes.*~~

**Staff Response:** The circled balconies on the plans referenced below either do not meet the minimum six-foot dimension or do not provide dimensions to show compliance with the ODS A.11.1.b.



19) ~~Sheet A-0.40:~~

a) ~~Streetscape A — Provide more elevation details for the proposed building.~~

~~*11/26/24 Response: The proposed elevation was added to the streetscape and clouded.*~~

b) ~~All streetscapes and sections: Call out the maximum height of each building.~~

~~*11/26/24 Response: All building's heights were indicated on the streetscape sheet and clouded.*~~

c) ~~Add an additional site section from Los Gatos Boulevard through the proposed building and the property at 15460 Benedict Lane.~~

~~*11/26/24 Response: The new section cutting through the property at 15460 Benedict Ln. was added to the streetscape sheet on A-0.40 and clouded.*~~

d) ~~Label all streets.~~

~~*11/26/24 Response: All streets were labeled and clouded.*~~





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20) ~~Sheet A-0.41:~~

a) ~~Label all streets.~~

~~*11/26/24 Response: All streets were labeled and clouded.*~~

21) ~~Sheet A-0.50:~~

a) ~~Provide a north arrow on the plan sheet.~~

~~*11/26/24 Response: The north arrow has been provided.*~~

b) ~~The diagram shows a truck at the left side and rear of the building along the shared property line with the existing single-family uses. Is the plan to collect trash in this area? If so, how have noise impacts to adjacent residential uses been considered?~~

~~*11/26/24 Response: All the trash is collected from the trash staging area located on the north-east side of the project. Please refer to the path of the travel diagram to the curbside collection area. There is no plan to collect the trash from the south or east side of the building.*~~

c) ~~The diagram shows trash collection rooms within the ground floor parking garage and a trash staging area. Are the bins from the garage going to be moved to the staging area on collection days? How will this be facilitated?~~

~~*Response: The garbage will be moved to the trash staging area on the collection day.*~~

d) ~~Provide details of how the trash staging area will be screened from view to the interior of the property.~~

~~*11/26/24 Response: Trash staging area will only store trash collection bins on trash pick up days. On the landscape plan, the trash staging area is screened on the Northwest and Northeast sides with tall planting and trees.*~~

22) ~~Sheet A-0.52:~~

a) ~~Add columns to the tree inventory tables indicating whether each tree will be removed or saved, and which trees qualify as Large Protected Trees under the Town Code.~~

~~*11/26/24 Response: Column added to sheet L2.*~~

23) ~~Sheet A-1.00:~~

a) ~~Label property lines with length and bearing.~~

~~*11/26/24 Response: The length and bearing were added to the property line on A-1.00 and clouded. Also please refer to the CLO sheet/or the length and bearings.*~~

b) ~~Dimension the proposed building setbacks at their closest points along each property line.~~

~~*11/26/24 Response: All the building setbacks were dimensioned and clouded on the site plan.*~~

c) ~~The required setbacks shown on the site plan are not correct. Show the correct required setbacks and label them.~~



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Minimum front, side and rear yards in a CH or restricted highway commercial zone shall be as follows:

(1) Front .....	15 feet
(2) Side .....	None required
(3) Rear .....	None required
(4) Side abutting street .....	15 feet

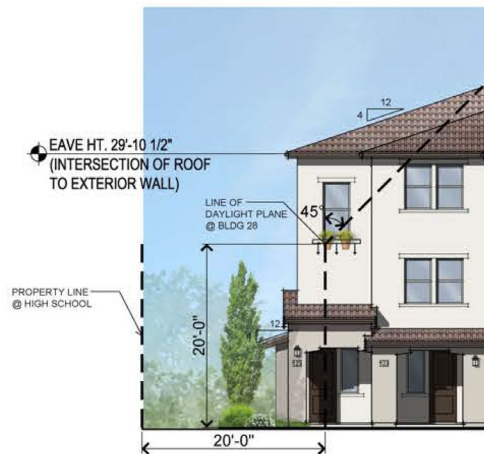
The following minimum yard requirements apply along those property lines of a lot in the CH zone which abut or are across the street from a lot in a residential zone:

- Front .....25 feet
- Side .....15 feet
- Rear .....20 feet

Plus one (1) foot for each foot of building height over twenty (20) feet. A six-foot high masonry wall is required along the property line.

**11/26/24 Response:** *All the required and proposed setbacks were indicated on the site plan and clouded on sheet A-1.00. Also added to the project information on sheet A-0.01.*

**Staff Response:** Additional sections or elevations needed showing the required setback as it increases with building height. Example provided below.

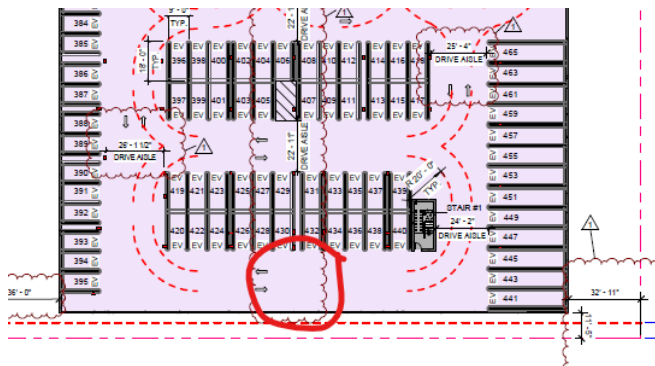




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24) Sheets A-2.00 and A-2.01:

- a) Aisle widths shall be a minimum of 22 feet for two-way aisles. Several two-way aisles do not meet the 22-foot width requirement. [29.10.155 (d)(2)]  
*11/26/24 Response: All the drive aisles were revised to meet the min 22' width and clouded on basement and 1st floor plans, sheets A-2.00 and A-2.01.*  
*Staff Response: Add dimension to the circled aisle on Sheet A-2.00 shown below.*



- b) Parking space boundaries shall be delineated by double striping. Each double stripe shall consist of two (2) four-inch lines, separated by an eighteen-inch space. Provide a typical detail meeting this requirement. [(29.10.155 (d)(7))]  
*11/26/24 Response: The striping details were added to all types of parking please refer to the basement and 1st floor plans.*  
*Staff Response: See response to comment #11 above.*
- ~~c) Dead end aisles on two way aisles are permissible if turn around space is provided. Provide an exhibit demonstrating ample turnaround space is provided at each dead end two way aisle. [29.10.155 (d)(9)]~~  
~~*11/26/24 Response: Parking layouts were revised to remove the deadend aisles. Please refer to the basement and 1st floor plan for the revised parking aisles. Sheets A-2.00 and A-2.01.*~~
- ~~d) The minimum inside turning radius for aisles and islands shall be 20 feet. Dimension all turning radii to demonstrate this requirement is met, including inside the parking garages and the drop off circle adjacent to the lobby. [29.10.155 (d)(10)]~~  
~~*11/26/24 Response: The turning radius was added to all the parking islands and aisles with 20' inside radius typical to all the turning radiuses. Please refer to the sheets A-2.00 and A-2.01 for the parking plans.*~~
- ~~e) All off street parking spaces shall have wheel stops. Wheel stops must be continuous curbing and shall not be separate blocks. [29.10.155 (h)(1)]~~  
~~*11/26/24 Response: The continuous wheel stops were added to all parkings please refer to the sheets A-2.00 and A-2.01 for the revised parkings.*~~



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- f) ~~Opposing ranks of parking stalls shall be separated by a raised curbed island. Breaks in the curb may be permitted to allow for drainage to meet best management practices methods for NPDES requirements. [29.10.155 (h)(2)]~~  
*11/26/24 Response: Per the town of Los Gatos Parking Development Standards, the raised curbed island is related to the parking lots and not covered garage. Please see below;*
- g) ~~All off-street parking areas shall be provided with entrance, exit, and traffic flow markings so arranged and marked as to provide for orderly and safe parking of automobiles, subject to the approval of the Town Engineer. [29.10.155 (h)(3)]~~  
*11/26/24 Response: All the traffic flow markings were added to the parking plans and clouded on sheets A-2.00 and A-2.01.*
- h) ~~Pedestrian circulation. Off-street parking areas shall provide for adequate pedestrian circulation. Provide details of pedestrian circulation. [29.10.155 (i)]~~  
*11/26/24 Response: All the pedestrian circulation was indicated with the parking striping and clouded on parking levels. See sheets A-2.00 and A-2.01.*
- i) ~~Provide details demonstrating that the paved surface of the parking lots will meet the surfacing requirements of Section 29.10.155 (e).~~  
*11/26/24 Response: There is an interior/covered parking garage and no outdoor parking spaces. This section is related to the outdoor parking and not applicable to this project.*
- j) ~~Number all spaces sequentially.~~  
*11/26/24 Response: The parking numbers have been assigned in a sequential order.*
- k) ~~Provide details on how the tandem spaces will be managed.~~  
*11/26/24 Response: The tandem parking spaces are assigned to 2 or 3 bedrooms units and will be professionally managed.*
- l) ~~Number all existing trees consistent with the Arborist Report.~~  
*11/26/24 Response: Existing trees are numbered on sheet L1.*
- m) ~~The shaded tree canopies obstruct the view of the plan details. Either make them transparent or eliminate the shaded fill.~~  
*11/26/24 Response: Tree canopies are transparent. Areas covering the architectural plan are clipped out on landscape plans.*
- n) ~~Clarify the use/programming of the amenity space along Los Gatos Boulevard.~~  
*11/26/24 Response: The amenity spaces were revised to be fitness / community room and clouded on sheet A-2.01.*
- o) ~~Label property lines with length and bearing.~~  
*11/26/24 Response: Please refer to the site plan/or the property lien length and bearing, on sheet A-1.00.*
- p) ~~Dimension the proposed building setbacks at their closest points along each property line.~~



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~~11/26/24 Response: All the building setbacks to the property line were dimensioned and clouded on sheets A-2.00 and a-2.01.~~

- ~~q) The required setbacks shown in blue text are not correct. Show the correct required setbacks, as provided above, and label them.~~

~~11/26/24 Response: All the front and rear setbacks were indicated on the floor plans and clouded.~~

25) Sheets A2.01, A-2.02, A-2.03, & A-2.07:

- a) The required setbacks shown in blue text are not correct. Show the correct required setbacks, as provided above, and label them.

~~11/26/24 Response: All the front and rear setbacks were indicated on the floor plans and clouded.~~

**Staff Response:** Show and dimension the required front setback.

- ~~b) The shaded tree canopies obstruct the view of the plan details. Either make them transparent or eliminate the shaded fill.~~

~~Response : Tree canopies are transparent. Areas covering the architectural plan are clipped out on landscape plans.~~

- ~~c) Identify the units to be dedicated as affordable.~~

~~11/26/24 Response: The 48 BMP units dedicated as affordable was indicated on new sheets A-0.60, A-0.61 and A-0.62 and the percentage of each BMP unit types were shown in project information tables and clouded on A-0.01.~~

~~26) Sheet A-2.20:~~

- ~~a) Within Unit Type B1, where does the doorway from the living room to the outside lead? It seems there is a balcony missing from this floor plan.~~

~~11/26/24 Response: The balcony note was added to the unit plan and clouded on sheet A-2.20.~~

- ~~b) The floor plan for unit type C2 is missing.~~

~~11/26/24 Response: The units B2 and C2 were added to the unit plans and clouded on sheets A-2.20 and A-2.21.~~

27) Sheets A-3.01 & A-3.02:

- ~~a) Show the existing and proposed grades.~~

~~11/26/24 Response: The existing grade (RRE: 341.90) was shown on elevations and clouded. The architectural base point at this height is 0.00'.~~

- ~~b) Dimension maximum building height from the lower of the existing or proposed grade.~~

~~11/26/24 Response: The maximum height of the building (82' 8") is a/, ready shown on elevations and clouded.~~

- ~~c) Provide design, materials, and finish details for the proposed windows and railings.~~



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~~*Response: The railing and window material and details were added to the sheets A-3.02 and A-4.00 and clouded.*~~

- ~~d) In addition to the provided cardinal direction labels, please label the elevations with front, left, right, and rear.~~

~~*11/26/24 Response: All elevations were labeled with front, left, right and rear and clouded on both elevation sheets A-3.01 & A-3.02.*~~

- ~~e) Clarify the material at the base of the building on the right side of drawing 5 on Sheet A-3.02. It appears to be differentiated from the cement plater used elsewhere.~~

~~*11/26/24 Response: The material was noted on the elevation and clouded on sheet A-3.02.*~~

- ~~f) View #2 is repeated in the key map on Sheet A-3.02.~~

~~*11/26/24 Response: The key map was revised and clouded on sheet A-3.02.*~~

~~28) Sheet C1.0:~~

- ~~a) Number all existing trees consistent with the Arborist Report.~~

~~*11/26/24 Response: Tree numbers added.*~~

~~29) Sheet C2.0:~~

- ~~a) Number all existing trees to remain consistent with the Arborist Report.~~
- ~~b) The required setbacks are not correct. Show the correct required setbacks, as provided above, and label them.~~
- ~~c) What is the 5-foot dimension just left of the driveways measuring?~~
- ~~d) Dimension proposed building setbacks.~~

~~*11/26/24 Response:*~~

~~*a) — Tree numbers to remain added.*~~

~~*b) — All the building setbacks to the property line were dimensioned and clouded on sheets A-2.00 and A-2.01.*~~

~~*c) — 5-ft transition from flush to 6" curb called out by construction note 9.*~~

~~*d) — All the building setbacks to the property line were dimensioned and clouded on sheets A-2.00 and A-2.01.*~~

~~30) Sheet C4.0:~~

- ~~a) Is screening proposed for the required backflow preventors along the front property line?~~
- ~~b) Show how the building will be served with power and telecom utilities.~~
- ~~c) Add "FW" to the list of abbreviations.~~

~~*11/26/24 Response:*~~



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~~a) — Backflow preventers will be screened with planting as allowed by San Jose Water Company. Detailing of screening will be in landscape plans at the time of building permit submission.~~

~~b) Power and telecom will be underground along the property frontage feeding from the transformation room to the utility rooms.~~

Staff Response: Understood. Can the path of the power and telecom be shown on .

~~c) — FW added to list of abbreviations~~

31) ~~Sheet C6.0:~~

~~a) Note #6 (top left of page) indicates that no trees along the fire access roadway may exceed a height of 30 feet. Will the existing trees along this access be trimmed to meet this requirement? How will the proposed trees be restricted from growing above 30 feet? Has this height limitation been considered in the privacy/visual impact analysis to the single family residential uses to the west?~~

~~11/26/24 Response: Landscape has selected trees between the fire access roadway and the building to be less than 30 feet tall at maturity. This is a requirement for just the trees between the building and the fire access roadway; trees on the outside edge can be taller and utilized for screening of residential uses to the west.~~

32) ~~Sheet L1:~~

~~a) Label the proposed tree protection fencing by type. See Town Code Section 29.10.1005.~~

~~11/26/24 Response: Legend on sheet L1 amended to state the tree protection fencing type.~~

~~b) Show any tree protection required by the arborist for the trees along the rear property line.~~

~~11/26/24 Response: Tree protection fencing shown on sheet L1.~~

~~c) Add a table calling out the number of protected trees and large protected trees that are proposed for removal.~~

~~11/26/24 Response: See On-Site Tree Mitigation Table on sheet L1.~~

33) ~~Sheet L2:~~

~~a) Revise the tree protection notes and diagrams to be consistent with Town Code Requirements. 29.10.1005.~~

~~11/26/24 Response: Notes and diagrams amended.~~

34) ~~Sheet L3:~~

~~a) Add a north arrow to the key map.~~

~~b) Show the required front setback of 15 feet.~~

~~c) Include the common name for all proposed plant/tree species.~~



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- ~~d) Clearly show the location of the proposed property line screening fencing.~~  
e) Provide a dimensioned detail for the proposed short term bike parking. Refer to the Objective Design Standards for requirements.

**11/26/24 Response:**

**~~a) North arrow added.~~**

**~~b) Setback dimension called out on plans.~~**

**~~c) Common names shown on sheet L7.~~**

**~~d) Property line screening fencing shown on sheets L3 & L4.~~**

**~~e) Short-term bike parking detail shown on sheet L17.~~**

**Staff Response:**

a) The required front setback is not shown on Sheet L3.

e) Details have not been provided to show compliance with ODS A.2. Each short-term bike parking space shall be a minimum of seven feet in length and two feet wide.

Sheet L17, detail A simply states "See Plan" with no sheet reference.

~~35) Sheets L3, L4, L5, & L6:~~

~~a) Add a north arrow to the key map.~~

~~b) Provide details of how the trash staging area be screened from view to the interior of the property?~~

**~~11/26/24 Response: a) North arrow added. b) Trash staging areas will only store trash collection bins on trash pick-up days. On the landscape plan, the trash staging area is screened on the Northwest and Northeast sides with tall planting and trees.~~**

36) Sheets L9, L10, L11, & L12:

a) Add a north arrow to the key map.

**~~11/26/24 Response: North arrow added.~~**

37) Sheet L15:

a) Details, elevations, and dimensions are required for the proposed cabana structures, fencing, and bike racks.

**~~11/26/24 Response: Fencing information is added to sheets L8-L9. Cabana and bike rack information is shown on sheet L17.~~**

**Staff Response:** Elevations for the proposed cabana structures have not been provided. The concept images do not satisfy this requirement. This comment remains outstanding. See additional comments related to fence heights below.

38) Sheets L16, L17, & L18:

~~a) The north arrows provided in the key maps are oriented incorrectly.~~

**~~11/26/24 Response: North arrow amended.~~**





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- ~~b) How will the wall light and railing light be installed to meet the requirement that exterior lights are downward directed?  
*11/26/24 Response: Lights amended to face downward. See updated conceptual lighting plans.*~~
- ~~c) The gazebo lights do not appear to meet Town requirements for exterior lighting to be shielded.  
*11/26/24 Response: Lights amended to face downward and are now shielded. See updated conceptual lighting plans.*~~
- d) The post light height listed in the table (20 feet) and the notes (15 feet) exceeds the maximum allowed height by the Objective Design Standards.  
*11/26/24 Response: Lights amended. See updated conceptual lighting plans.*  
**Staff Response:** Please confirm that the post-mounted light fixture has been eliminated from the project.

39) Sheet A-0.00:

- a) The following sheets are not included in the Sheet Index: A-0.60, L19, L20, L21, A-4.00.

40) Sheet A-0.01:

- a) Project Data Summary table:
  - i. General Plan Land Use Designation is not listed: "Mixed Use Commercial"
  - ii. Correct the allowed density (listed as conforming) to "20 du/ac"
  - iii. Provide the proposed density: Gross (61.7 du/ac) and Net (49.5 du/ac).
  - iv. The listed FAR is inconsistent with what is provided in the Project Information table.
  - v. Remove references to Density Bonus since this project does not qualify under SDBL.
- b) The Below Market Price Unit (BMP) table provided on Sheet A-0.01 is not consistent with the information provided on Sheets A-0.65 to A-0.67.

	A-0.01	A-0.65 to A-0.67
1 BD / 1 BA	<b>22</b>	<b>23</b>
2 BD / 2 BA	<b>14</b>	<b>13</b>
3 BD / 3 BA	12	12
	48	48

- c) The Required Residential Bicycle Parking table: Remove reference to the waiver since the project does not qualify under SDBL.
- d) Recreation Area table:
  - i. The area listed for Building A at the 7th level is inconsistent with the area provided on Sheet A-0.22.



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- ii. The area listed for Building A at the Podium level is inconsistent with the area provided on Sheet A-0.21.
- 41) Sheet A-0.22: The area of the Roof Deck on Building A is not consistent to the area provided on Sheet A-0.01
- 42) Sheets A-0.61, A-2.00, A-2.02, A-2.03, & A-2.07:
  - a) Show and dimension the required front setback.
- 43) Sheets L2:
  - a) Tree #77 is listed as to be removed in the table. Sheets C1 and L1 do not show this tree proposed for removal. Additionally, this tree is located on the neighboring property. If proposed for remove, provide permission from the property owner.
  - b) Tree #79 does not meet the definition a Large Protected Tree.
- 44) Sheets L3 and L4:
  - a) Callout for property line screening fence: add reference to Sheet L9 where the detail for this fence can be found.
- 45) Sheet A-2.01: Clarify whether the existing six-foot tall wall along the back property line is a masonry wall.
- 46) Letter of Justification:
  - a) Section B, first paragraph: The final sentence is incomplete.
  - b) The letter indicates that a Vesting Tentative Map is included with the project. A VTM was not included with the 11/26/24 submittal. See above completeness comment.
  - c) The letter references State Density Bonus Law and invokes waivers using this statute. The maximum density allowed by the General Plan land use designation is 20 du/ac. The proposed density of 61.7 du/ac far exceeds the increased densities accommodated through SDBL. Therefore, SDBL is not applicable to this project and “waivers” do not apply. Any requested deviations from Town objective requirements must rely on alternative means; in this case, the response invokes builders’ remedy.

In accordance with the Permit Streamlining Act, the Town will provide you with a letter identifying inconsistencies after your planning application has been deemed complete. The inconsistencies identified above were noticed as part of the Town’s completeness review, are not a complete list, and are being provided to you now as a courtesy. They will be included in the Town’s future consistency determination as well.



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GENERAL INFORMATION

- 47) Pursuant to CA Gov Code Section 65941.1 (d), if the development proponent does not submit the necessary information identified in this and other review letters, within the 90-day period commencing 180 days after the vesting date, then the vesting established under the preliminary application shall expire and have no further force or effect.  
*11/26/24 Response: Noted.*
- 48) ADVISORY COMMENT: The project is subject to WELO - New construction projects with an aggregate landscape area equal to or greater than five hundred 500 square feet or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet are subject to the State's Model Water Efficiency Landscape Ordinance (WELO). A complete WELO Landscape Documentation Package is required prior to issuance of building and/or grading permits. A completed WELO Certificate of Completion is required prior to final inspection/certificate of occupancy. Review by the Town's Consulting Landscape Architect for WELO will take place under the Building Permit application and requires a payment of a deposit. Funds are not required at this time.  
*11/26/24 Response: Noted. MWELo calculations shown on sheet LI 6.*
- 49) Please modify plans per the above comments and resubmit to Planning via the Town's Online Permitting Service with a **compliance memorandum** and any other supporting documents.  
*11/26/24 Response: Noted.*
- 50) Upon resubmittal through the Town's online portal, provide **two full-size printed set of the plans** to Planning staff.  
*11/26/24 Response: Noted.*
- 51) Pursuant to the Town's Height Pole, Flagging, Netting and Signage Policy buildings over 55 feet in height shall comply with alternative/video rendering requirements in place of story poles. Renderings shall be prepared by the Town's consultant. The applicant shall be responsible for all technical reviews, materials, and cost of the Town's evaluation and/or preparation process. No action needed at this time. The Policy is available on the Town's website here:  
<https://www.losgatosca.gov/DocumentCenter/View/179/Height--Story-Pole-and-Netting-Information?bidId=>  
*11/26/24 Response: The sign was installed at site on Oct 22nd, 2024.*
- 52) Pursuant to the adopted fee schedule, 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 Community Development Director to cover the actual cost.  
*11/26/24 Response: Noted.*



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- 53) Pursuant to the adopted fee schedule, if the requested information from any of the Tech Review Staff is not submitted within 180 days of this meeting, the applicant will be required to pay a fee of 10% of the current application fee at the time the requested information is submitted. Any resubmittal after one year will be processed as a new application, subject to new fees.  
*11/26/24 Response: Noted.*
- 54) Pursuant to the adopted fee schedule, if after three meetings, any additional review is required by the Technical Review Committee and/or DRC, there will be an additional fee based on time and material cost.  
*11/26/24 Response: Noted.*

**Please resubmit and provide a compliance memorandum showing how all the deficiencies, corrections, and general comments have been addressed. PLEASE NOTE THAT NEW COMMENTS MAY ARISE UPON SUBMITTAL OF ADDITIONAL MATERIALS/DETAILS REQUESTED.**

Sean R. Mullin, AICP  
Planning Manager  
SMullin@losgatosca.gov  
(408) 354-6823

N:\DEV\PLANNING PROJECT FILES\Los Gatos Boulevard\15495\S-24-046, U-24-011 (SB 330 Formal)\Staff Comment Letters\02 12-18-24\PLAN - 15495 Los Gatos Blvd - R2.docx



**TOWN OF LOS GATOS  
PARKS AND PUBLIC WORKS COMMENTS**

**STAFF TECHNICAL REVIEW  
Engineering Division  
1/8/2024**

**ITEM: 15495 Los Gatos Blvd; APN: 424-22-030  
A&S Application S-24-018**  
Requesting Approval for Demolition of Existing Commercial Structures, Construction of a Multi-Family Residential Development (238 Units), a Conditional Use Permit for a Mixed-Use Development, and Site Improvements Requiring a Grading Permit, Under Senate Bill 330 (SB 330) on Property Zoned CH.  
PROPERTY OWNER:  
Grade Way Associated VI, a California Partnership / Partner – GreenValley Corporation  
APPLICANT:  
Green Valley Corporation dba Swenson/Mark Pilarczyk

**PROJECT PLANNER:** Sean Mullin  
**LAST REVIEWED:** 9/25/2024

This application submittal is **INCOMPLETE** and requires resubmittal of plans and application materials to address deficiencies noted below.

**PROJECT DEFICIENCIES RELATED TO COMPLETENESS:**

General:

- ~~1. Provide details of storm drain and sewer structures used. (manhole, cleanouts, area drains etc)~~
  - a. Will be a condition of approval per applicant request.
- ~~2. Easements will need to be abandoned/quitclaimed prior to approval.~~
  - a. Will be a condition of approval per applicant request.
3. Provide striping plan for basement level and ground level parking area.
  - a. Applicant Response: Please refer to the basement and first floor plan for parking striping. Refer to the sheets A-2.00 and A-2.01.
    - i. Per code, Space width shall be increased by one (1) foot to nine and one-half (9.5) feet if adjacent on one (1) side to a wall, fence, hedge or structure; and by two (2) feet to ten and one-half (10.5) feet if adjacent on both sides to such walls, fences, hedges, or structures. Please dimension width of spaces that require either 9.5 or 10.5 feet.
4. Please provide a copy of the plans (full-size), data form, worksheets and calculations for review by the Town’s stormwater peer review consultant. A fee of **\$937.50** and a deposit in the amount of **\$3,750.00** is required before these items can be routed and review can commence. Please provide payment of **\$4,687.50** along with copy of plans and calculations. Comments will be provided when this review has been completed.



**TOWN OF LOS GATOS  
PARKS AND PUBLIC WORKS COMMENTS**

- a. Plans received, deposit and peer review remains outstanding.
- 5. ~~Traffic impact mitigation fees are required for the project. Please complete a traffic questionnaire ([https://www.losgatosca.gov/1656/Engineering\\_Documents](https://www.losgatosca.gov/1656/Engineering_Documents)) and coordinate with the Town's traffic engineer to determine fees. Applicant shall retain a traffic engineer to provide a traffic study to the Town for peer review by the Town's traffic consultant. Fee to be determined by the Town's traffic engineer once study is received. Comments will be provided when this review has been completed~~
- 6. ~~Please provide a refuse circulation plan as described in the PPW development checklist.~~
- 7. Peer review from the Town Geotechnical Consultant is required. A fee of **\$750** and a deposit of **\$3,000** must be paid prior to review. The deposit is required for our peer review time + materials with unused deposit funds being returned to the applicant. Please provide payment of **\$3,750.00** for the fee and deposit along with:
  - a. A soils and geology report prepared by a geologist or engineering geologist for review. The report must discuss the geologic and seismic hazards (fault zones, groundwater, landslides, liquefaction etc.) and conclude that there is a geotechnically feasible building envelope on each proposed lot, in addition to providing design recommendations for foundations, proposed driveways, retaining walls and walkways. Comments will be provided when this review has been completed.
  - b. Remains outstanding.

C1.0:

- 8. ~~Show the location and land uses of adjacent parcels. Include existing buildings, structures, driveways, vehicular access areas, walls, fences, and other improvements within 150 feet of the subject property boundaries. Indicate the distances between structures and between structures and property lines.~~

C2.0:

- 9. ~~Provide site circulation analysis using Autoturn to ensure roads are wide enough to accommodate all vehicle movements (Fire response vehicles, refuse haulers, etc).~~
- 10. Provide parking stall and drive aisle dimensions.
  - a. Per code, space width shall be increased by one (1) foot to nine and one-half (9.5) feet if adjacent on one (1) side to a wall, fence, hedge or structure; and by two (2) feet to ten and one-half (10.5) feet if adjacent on both sides to such walls, fences, hedges, or structures. Please dimension width of spaces that require either 9.5 or 10.5 feet.
- 11. ~~Show location of all proposed parking spaces for vehicles (standard, compact, motorcycle, charging, handicap, and bicycle short and long term) and required parking area landscape planters. Include any structural elements or other obstructions that impact parking~~



**TOWN OF LOS GATOS**  
**PARKS AND PUBLIC WORKS COMMENTS**

- ~~spaces. Number the parking spaces for convenient reference during review. Show any parking space overhang of adjacent sidewalk.~~
- ~~12. Show location, dimensions, and design details of trash recycling enclosures.~~
  - ~~13. Provide longitudinal cross sections of proposed garage ramps.~~
  - ~~14. Call out page on landscape plans where paver and turf information can be found.~~

C4.0:

- ~~15. Show proposed easements.~~
- ~~16. Show location and size of sewer lines and main.~~
- ~~17. Any proposed trash enclosure(s) must be covered and include area drains connected to the sanitary sewer.~~
- ~~18. Provide clearance information at utility crossings. Horizontal clearance: Ten foot horizontal separation between parallel water and sewer mains. Sewer mains must be vertically below adjacent water mains. At pipe crossings: a minimum separation of one foot between pipe outside diameters with sewer mains always below water mains.~~

For faster processing:

- **Please cloud and delta all changes.**
- **Provide a compliance memorandum showing how all the deficiencies and comments have been addressed.**
- **Note the delta/revision number and date in the title block.**

**PLEASE NOTE THAT COMMENTS/DEFICIENCIES LISTED ABOVE MAY NOT BE AN EXHAUSTIVE LIST OF ALL PLAN CHECK COMMENTS OR CONDITIONS.**

**Corvell Sparks**

PPW Engineer

[CSparks@losgatosca.gov](mailto:CSparks@losgatosca.gov)

408.395.5340

EXHIBIT B  
Fee Schedule  
[attached]



<b>SB 330 Preliminary Application PRE24-00212</b>					
Date Assessed	Invoice #	Fee Item	Amount	Date Paid	Fee Description
2/20/2025	175485	On-line processing fee	\$ 1.31	2/27/2025	2.4% Town Credit Card Processing Fee
2/20/2025	175485	PLPERMIT SB 330 Preliminary Application (cost)	\$ 54.86	2/27/2025	Outstanding balance for staff's review of SB 330 preliminary application
2/28/2024	170747	PLADMIN - ADMIN FEE	\$ 50.00	2/28/2024	Administrative fee of 10% of at-cost SB 330 preliminary application deposit
2/28/2024	170747	PLPERMIT SB 330 Preliminary Application (cost)	\$ 500.00	2/28/2024	Deposit for review of SB 330 preliminary application
2/28/2024	170747	2.4% Credit Card Convenience Fee	\$ 13.20	2/28/2024	2.4% Town Credit Card Processing Fee
		<b>TOTALS</b>	<b>\$ 619.37</b>	<b>\$ 619.37</b>	

<b>Architecture and Site Formal Application S-24-046</b>					
Date Assessed	Invoice #	Fee Item	Amount	Date Paid	Note
12/10/2024	174491	On-line processing fee	\$ 79.20	12/10/2024	2.4% Town Credit Card Processing Fee
11/20/2024	174258	PLADMIN CDD Admin Fee (Cost)	\$ 300.00	12/10/2024	Administrative fee of 10% of at-cost deposit for review by Town's Consulting Arborist
11/20/2024	174258	PLARBOR Arborist Review (Cost)	\$ 3,000.00	12/10/2024	Deposit for review by Town's Consulting Arborist
9/13/2024	174134	PLADMIN CDD Admin Fee (Cost)	\$ 1,250.00	12/3/2024	Administrative fee of 10% of at-cost deposit for review by Town's Consulting Architect
9/13/2024	174134	PLARCH Architect Review (Cost)	\$ 12,500.00	12/3/2024	Deposit for review by Town's Consulting Architect
9/4/2024	173227	On-line processing fee	\$ 587.96	9/4/2024	2.4% Town Credit Card Processing Fee
9/4/2024	173227	PLENVIRN EIR Consultant Fee (Cost)	\$ 5,000.00	9/4/2024	Initial Study Deposit (CEQA)
9/4/2024	173227	PLADMIN 1000ft 3 Stories - CDD Admin Fee (cost)	\$ 37.37	9/4/2024	Administrative fee of 10% of noticing costs
9/4/2024	173227	PLPERMIT 1000ft 3 Stories Other Fees (cost)	\$ 373.70	9/4/2024	Noticing costs
9/3/2024	173227	PLTRACK 4% Computer Surcharge	\$ 684.67	9/4/2024	4% Computer Surcharge
9/3/2024	173227	ENGDEV Engineering Review - PC New Multi Family	\$ 4,948.00	9/4/2024	Engineering Development Review Services Fee
9/3/2024	173227	PLANAP Advanced Planning	\$ 1,711.67	9/4/2024	10% Advance Planning Special Project fee
9/3/2024	173227	PLPERMIT PC New Multi Family	\$ 11,743.00	9/4/2024	Application fee for new multi-family residence with two or fewer buildings
		<b>TOTALS</b>	<b>\$ 42,215.57</b>	<b>\$ 42,215.57</b>	

<b>Conditional Use Permit Formal Application U-24-011</b>					
Date Assessed	Invoice #	Fee Item	Amount	Date Paid	Note
9/4/2024	173228	On-line processing fee	\$ 56.60	9/4/2024	2.4% Town Credit Card Processing Fee
9/3/2024	173228	PLTRACK 4% Computer Surcharge	\$ 50.36	9/4/2024	4% Computer Surcharge
9/3/2024	173228	ENGDEV Engineering Review - CUP Consolidated	\$ 923.00	9/4/2024	Engineering Development Review Services Fee
9/3/2024	173228	PLANAP Advanced Planning	\$ 125.90	9/4/2024	10% Advance Planning Special Project fee
9/3/2024	173228	PLPERMIT CUP Consolidated	\$ 1,259.00	9/4/2024	Application fee CUP consolidated with another application
		<b>TOTALS</b>	<b>\$ 2,414.86</b>	<b>\$ 2,414.86</b>	

<b>Total Assessed</b>	<b>\$ 45,249.80</b>
<b>Total Paid</b>	<b>\$ 45,249.80</b>
<b>Balance</b>	<b>\$ -</b>

Updated 3/10/2025