



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
MAY 6, 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 Via San Giorgio 17 Lucca, Italy. 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:** Comments will be limited to three (3) minutes or less at the Mayor's discretion. If you are unable to participate in real-time, you may email to [Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov) the subject line "Public Comment Item #\_\_" (insert the item number relevant to your comment).

Deadlines to submit written comments are:

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

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

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

Persons wishing to make a visual presentation may do so only on an item listed on the agenda and must submit the presentation electronically to [Clerk@losgatosca.gov](mailto: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. National Police Week Proclamation
- ii. Affordable Housing Month Proclamation
- iii. Historic Preservation Month Proclamation
- iv. Building Safety Month Proclamation

**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 April 15, 2025 Town Council Closed Session Meeting.
- 2. Approve the Minutes of the April 15, 2025 Town Council Special Meeting.
- 3. Approve the Minutes of the April 15, 2025 Town Council Meeting.
- 4. Award and Authorize the Town Manager to Execute a Contract for the 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) to Spektren Engineering Inc. in an Amount Not to Exceed \$162,200, Authorize the Town Manager to Execute Change Orders in an Amount Not to Exceed \$16,220 (10% Contract Contingency), and Approve Project Construction Documents
- 5. Adopt a Resolution Approving the Engineer's Report for all Landscape and Lighting Districts for Fiscal Year 2025/26, Adopt Resolutions of Intention to Order the Levy and Collection of Assessments for the Associated Benefit Zones, and set the Date for the Public Hearing Regarding the Levy and Collection of Assessments
- 6. Authorize the Town Manager to Execute an Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to Increase the Compensation for Fiscal Year 2024-25 By \$15,000 for a Fiscal Year 2024-25 Annual Amount Not to Exceed \$215,000 and a Total Agreement Amount Not to Exceed \$1,115,000
- 7. Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$2,973 to Recognize Receipt and Expenditure of California Library Services Act Grant Funds
- 8. Approve Resolution Supporting Efforts of Santa Clara County to Provide Universal Childcare



**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.)*

9. Fee and Fine Schedules for Fiscal Year 2025-26:

- a. Adopt a Resolution Approving the Comprehensive Fee Schedule for Fiscal Year 2025-26 to Continue Certain Department Fees, Rates, and Charges, and Amending Certain Fees, Rates, and Charges for Fiscal Year 2025-26.
- b. Adopt a Resolution Approving the Administrative Fine and Penalty Schedule for Fiscal Year 2025-26 to Continue Certain Department Fines and Amending Certain Fines for Fiscal Year 2025-26.

10. Consider the Recommendation of the Planning Commission for Adoption of a Resolution to Amend the General Plan to Allow 100 Percent Affordable Housing Projects as a By-Right Use in the Mixed Use Commercial General Plan Land Use Designation and Adoption of an Ordinance to Amend Chapter 29 (Zoning Regulations) of the Town Code to Add 100 Percent Affordable Housing Projects as a Permitted Use in the Restricted Commercial Highway (CH) Zone, Pursuant to Implementation Program AB of the 2023-2031 Housing Element. The Proposed Amendments are Not Subject to the California Environmental Quality Act ("CEQA") Because the Amendments Being Proposed are Not a Project Under CEQA Pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines. Additionally, the Adoption of this Resolution and Ordinance are Exempt Pursuant to CEQA, Section 15061(b)(3) in that it Can be Seen with Certainty that they Will Not Impact the Environment. General Plan Amendment Application GP-24-004 and Zoning Code Amendment Application A-24-010. Project Location: Town Wide. Applicant: Town of Los Gatos.

**Ordinance Title:** An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 29, "Zoning Regulations," of the Town Code Adding 100 Percent Affordable Housing Projects as a Permitted Use in the Restricted Commercial Highway (CH) Zone Pursuant to Implementation Program AB of the 2023-2031 Housing Element.

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

11. Approve the Revised Town Council Code of Conduct Policy 2-4 and Adopt New Board, Committee, and Commission Code of Conduct Policy

## **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 CLOSED SESSION MINUTES**

MEETING DATE: 05/06/2025

ITEM NO. 1.

ITEM NO: 1

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**DRAFT  
Minutes of the Town Council Special Meeting – Closed Session  
Tuesday, April 15, 2025  
5:15 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 5:15 P.M.**

**ROLL CALL**

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

Absent: None.

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

No one spoke.

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

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

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 2 cases.

The Town Council continued the Closed Session discussion, which included two items of anticipated litigation pursuant to Government Code Section 54956.9, after the 7:00 p.m. regular Council meeting.

The Town Council reconvened in closed session at approximately 8:10 p.m.

There was no reportable action.

**ADJOURNMENT**

The meeting adjourned at approximately 9:15 p.m.

Attest:

Submitted by:

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Jenna De Long, Deputy Town Clerk

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Chris Constantin, Town Manager



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/06/2025

ITEM NO: 2

ITEM NO. 2.

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**DRAFT  
Minutes of the Town Council Special Meeting – Commissioner Interviews  
Tuesday, April 15, 2025  
5:45 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 5:45 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 and Make Appointments for Short-Term Vacancies on the Town's Boards, Committees, and Commissions.

Wendy Wood, Town Clerk, explained the interview process.

Council Member Ristow asked whether the Council could appoint an applicant for the Planning Commission to the General Plan Committee if they are not selected for the Planning Commission. The Town Attorney stated the agenda item was broad enough to cover any commission appointment, and applicants may indicate their desire to amend their applications to include the option for an appointment to the General Plan Committee.

The Town Council interviewed the following applicants:

- **Planning Commission**
  - Rasha Lashin
  - Chris Ray
  - Annie Schwartzstein
  - Joe Sordi

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SUBJECT: Draft Minutes of the Town Council Special Meeting of April 15, 2025 –  
Commissioner Interviews

DATE: May 6, 2025

After the Planning Commission interviews concluded, the applicants were asked if they would be interested in serving on the General Plan Committee if they were not selected for the Planning Commission.

Applicants Rasha Lashin, Chris Ray, and Annie Schwartzstein stated they would like to be considered for an appointment on the General Plan Committee.

The Town Council interviewed the following applicant:

- **Personnel Board**
  - Martha Johnson

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

- **Planning Commission**
  - Chris Ray received one vote (Hudes).
  - Annie Schwartzstein received one vote (Moore).
  - Joe Sordi received three votes (Badame, Rennie, and Ristow).

Joe Sordi was appointed to the Planning Commission by a majority vote.

- **Personnel Board**
  - Martha Johanson received four votes (Ristow, Rennie, Badame, and Moore).

Martha Johanson was appointed to the Personnel Board by a majority vote.

The names of the applicants interested in serving on the General Plan Committee were added to a supplementary ballot and were distributed to each Council Member. The Council Members completed the supplementary ballots and provided them to the Town Clerk. Town Clerk Wood read the votes and appointments as follows:

- **General Plan Committee**
  - Chris Ray received five votes (Hudes, Ristow, Rennie, Badame, and Moore).
  - Rasha Lashin received three votes (Badame, Rennie, and Hudes).
  - Annie Schwartzstein received two votes (Moore and Ristow).

Chris Ray and Rasha Lashin were appointed to the General Plan Committee by a majority vote.

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SUBJECT: Draft Minutes of the Town Council Special Meeting of April 15, 2025 –  
Commissioner Interviews

DATE: May 6, 2025

**ADJOURNMENT**

The meeting adjourned at 6:38 p.m.

Respectfully Submitted:

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Wendy Wood, Town Clerk





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/06/2025

ITEM NO. 3.

ITEM NO: 3

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**DRAFT  
Minutes of the Town Council Meeting  
Tuesday, April 15, 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 7:00 P.M.**

**ROLL CALL**

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

Absent: None.

**PLEDGE OF ALLEGIANCE**

Council Member Ristow led the Pledge of Allegiance. The audience was invited to participate.

**PRESENTATIONS**

Mayor Hudes presented an Arbor Day proclamation.

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

1. Approve the Minutes of the April 1, 2025 Closed Session Town Council Meeting.
2. Approve the Minutes of the April 1, 2025 Town Council Meeting.
3. Approve the Minutes of the April 7, 2025 Joint Special Meeting of the Town Council and Planning Commission.
4. Receive the Monthly Financial and Investment Report for February 2025.
5. Adopt a Resolution Describing Improvements and Directing the Preparation of the Town Engineer's Report for Fiscal Year 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2. **RESOLUTION 2025-011**
6. Approve the Following Actions Related to Annual ADA Compliance Work (CIP No. 812-2013):
  - a. Authorize the Town Manager to Execute a Fourth Amendment to the Agreement for Consultant Services with Disability Access Consultants, LLC, to Extend the Term and to Increase the Compensation in an Amount of \$50,000, for a Total Agreement Not to Exceed \$270,000; and
  - b. Authorize An Expenditure Budget Transfer in the Amount of \$50,000 from Project 411-813-9921 Curb, Gutter, and Sidewalk Maintenance.
7. Approve Actions Related to the 2016 Measure B Education & Encouragement Grant (CIP Project No. 812-0134), Authorize the Town Manager to Execute an Amended and Restated Funding Agreement with Santa Clara Valley Transportation Authority (VTA) for the Bicycle and Pedestrian Education and Encouragement Program, and Authorize Expenditure Budget Adjustments of \$1,013 for Non-Reimbursable Expenses and \$45,380 for Grant Allocations.

SUBJECT: Draft Minutes of the Town Council Meeting of April 15, 2025

DATE: April 15, 2025

8. Approve a Resolution Authorizing the Town Manager to Execute a Five-Year Police Services Agreement (July 1, 2025 – June 30, 2030) with the City of Monte Sereno. **RESOLUTION 2025-012**
9. Approve a Temporary Suspension of the Youth Commission Interview Schedule Provision in Council Policy 2-11, “Residency and Attendance Requirements, and Establishing a Quorum,” in Procedures Section A.2, Due to Meeting Time Constraints, and Allow the Interviews to Occur in August.

Mayor Hudes opened public comment.

Gus Who

- Commented on item number two.

Mayor Hudes closed public comment.

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

**VOTE: Motion passed unanimously.**

### **VERBAL COMMUNICATIONS**

Gus Who

- Commented on censorship, federal agency activities, water bills, traffic safety, the World Cup, football, and basketball series in 2026.

Lee Fagot

- Expressed appreciation for the recent study session and raised concerns about the impact of state housing mandates on the Town’s character, infrastructure, and safety.

Lynley

- Shared holiday greetings with the Council and the community.

### **OTHER BUSINESS**

10. Accept a Report on the Status of the Town's Vacancies, Recruitments, and Retention Efforts Pursuant to Assembly Bill 2561.

Cheryl Parkman, Human Resources Director, presented the staff report.

Council asked preliminary questions.

Mayor Hudes opened public comment.

No one spoke.

SUBJECT: Draft Minutes of the Town Council Meeting of April 15, 2025

DATE: April 15, 2025

Mayor Hudes closed public comment.

Council discussed the item.

**MOTION:** Motion by Vice Mayor Moore to receive the report. **Seconded** by Council Member Ristow.

**VOTE:** Motion passed unanimously.

## **COUNCIL/TOWN MANAGER REPORTS**

### **Council Matters**

- Council Member Rennie stated he attended a Santa Clara County Valley Water Board meeting, a Silicon Valley Clean Energy Authority (SVCEA) Board meeting; and met with a consultant to address a problem with the girls' softball field.
- Vice Mayor Moore stated he held his community coffee meeting; attended the Jewish Community Relations Freedom Seder, the Santa Clara County Fire Department Headquarters Grand Opening; spoke at 5051 protest in San Jose; met with Congressman Sam Liccardo about a variety of issues impacting Los Gatos; met with residents on various topics; attended a Valley Transportation Authority (VTA) Board meeting, a West Valley Sanitation District Authority (WVSDA) Board meeting, and a Finance Commission meeting.
- Council Member Ristow stated she attended the NUMU ArtNow exhibition, the Jewish Community Relations Freedom Seder, the Santa Clara County Fire Department Grand Opening Ceremony, a VTA Policy Advisory Committee meeting, and a VIP Water Walk Tour by Valley Water.
- Council Member Badame stated she participated in meetings of a Resident Wildfire Advisory Group, attended a virtual wildfire Insurance Town Hall, a Housing and Community Development Advisory Committee, and a Finance Commission Meeting as an observer.
- Mayor Hudes announced Representatives Sam Liccardo and Jimmy Panetta will be holding a Town Hall at the Los Gatos High School on April 17, 2025, at 7:00 p.m.; commented on Jewish Passover Seder, the NUMU ArtNow ; met with Los Gatos Thrives Foundation members; hosted a Wildfire Advisory Group meeting; and attended a Finance Commission Meeting.

### **Town Manager Matters**

- No additional comments or reports were provided.

### **Closed Session Report**

Gabrielle Whelan, Town Attorney, stated the Town Council voted to continue the Closed Session discussion which included two items of anticipated litigation pursuant to Government Code Section 54956.9, and will reconvene in Closed Session following the conclusion of this meeting.

### **ADJOURNMENT**

The meeting adjourned at 8:05 p.m.

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SUBJECT: Draft Minutes of the Town Council Meeting of April 15, 2025

DATE: April 15, 2025

ITEM NO. 3.

Respectfully Submitted:

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Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/06/2025

ITEM NO. 4.

ITEM NO: 4

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DATE: May 1, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Award and Authorize the Town Manager to Execute a Contract for the 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) to Spektren Engineering Inc. in an Amount Not to Exceed \$162,200, Authorize the Town Manager to Execute Change Orders in an Amount Not to Exceed \$16,220 (10% Contract Contingency), and Approve Project Construction Documents

**RECOMMENDATION:**

Staff recommends that the Town Council take the following actions regarding the 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921):

- a. Award and authorize the Town Manager to execute a public works contract with Spektren Engineering, Inc. (Attachment 1) in the amount of \$162,200;
- b. Authorize the Town Manager to execute change orders in an amount not to exceed \$16,220 which represents ten percent (10%) of the contract award amount;
- c. Approve the project construction documents per Government Code 830.6 – Design Immunity; and
- d. Find this project Categorically Exempt under Section 15301(c) (Existing Facilities) of the California Environmental Quality Act.

**FISCAL IMPACT:**

The FY 2024-25 CIP Budget for the Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) is sufficient for the construction contract, including contingency and project delivery costs.

**PREPARED BY:** Saurabh Nijhawan  
Senior Civil Engineer

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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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PAGE 2 OF 3

SUBJECT: Award 2025 Annual Curb, Gutter and Sidewalk Maintenance Project

DATE: May 1, 2025

**STRATEGIC PRIORITIES:**

This project supports the Core Goal of **Quality Public Infrastructure**. The proposed work ensures safety for all users and support compliance with the Americans with Disabilities Act (ADA).

**BACKGROUND:**

The adopted Fiscal Year (FY) 2024/25-2028/29 Capital Improvement Program (CIP) Budget designates funding for the 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 24-813-9921). The goal of this annually funded project is to replace and improve damaged or outdated curbs, gutters, sidewalks, driveways, and curb ramps within the Town's jurisdiction to address safety and operational issues and to improve accessibility.

The 2025 Annual Curb, Gutter, and Sidewalk Maintenance (Concrete) Project work includes replacing or retrofitting curb ramps for compliance with the Americans with Disabilities Act (ADA) and other accessibility requirements. Title II of the ADA obligates jurisdictions to upgrade non-conforming curb ramps when streets are resurfaced from one intersection to another. The United States Department of Justice has determined that surface treatments such as asphalt overlay, rubber cape seal, and micro-surfacing trigger the requirement for ADA compliant curb ramps on associated streets.

**DISCUSSION:**

The 2025 Curb, Gutter, and Sidewalk Maintenance Project was advertised for bid on Friday, February 28, 2025. On March 17, 2025, bid packages were opened, with eight contractors submitting bids. A summary of bid results is presented in Table 1 with Spektren Engineering as the apparent low bidder. A detailed list of bid results is in Attachment 2.

**Table 1. Bid Summary for 2025 Curb, Gutter, Sidewalk Project (CIP No. 813-9921)**

<b>Contractor</b>	<b>Bid Amount</b>
Spektren Engineering, Inc.	\$ 162,200.00
John Boylan Engineering, Inc.	\$ 195,350.00
Spencon Construction	\$ 215,300.00
CLS/Cervantes Landscape Services, Inc.	\$ 224,250.00
Raposo Engineering Inc	\$ 283,126.80
Zara Construction, Inc.	\$ 315,900.00
FBD Vanguard Construction, Inc.	\$ 318,502.00
JJR Construction, Inc	\$ 334,947.50

Government Code 830.6 states that neither a public entity nor a public employee is liable under this chapter for an injury caused by the plan, design or construction of, or an improvement to,



SUBJECT: Award 2025 Annual Curb, Gutter and Sidewalk Maintenance Project

DATE: May 1, 2025

public property where such plan or design has been approved in advance of the construction or improvement by the legislative body. Staff requests that the Town Council approve the construction documents for this project (Attachment 3).

The following fiscal table for the Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) the current available project balance, proposed transactions requested with this staff report, and the resulting available budget.

<b>Curb, Gutter, and Sidewalk Maintenance Project 2025</b>		
<b>CIP No. 813-9921</b>		
	<b>Budget</b>	<b>Costs</b>
Current Available Budget - GFAR (As of 5/1/2025)	\$ 257,721	
Construction Contract - Spektren Engineering, Inc (requested with this staff report)		\$ 162,200
Construction Contingency - 10% (requested with this staff report)		\$ 16,220
<b>Available Balance After This Council Action</b>		<b>\$ 79,301</b>

**CONCLUSION:**

The proposed actions would allow the Town to proceed with executing an agreement for construction services with Spektren Engineering to complete the annual curb, gutter, and sidewalk work within the Town.

**COORDINATION:**

This memorandum has been prepared in coordination with the Finance Department and the Town Attorney's Office.

**ENVIRONMENTAL ASSESSMENT:**

This is a project as defined under CEQA as being Categorically Exempt pursuant to CEQA Guidelines Section 15301(c) (minor modifications to an existing facility). A Notice of Exemption has been filed.

**Attachments:**

1. Construction Agreement with Exhibit A - Bid Summary
2. Bid Results
3. Construction Plans and Specifications

## Contract

This public works contract ("Contract") is entered into by and between Town of Los Gatos ("Town") and Spektren Engineering, Inc. ("Contractor"), for work on the 2025 Annual Curb, Gutter and Sidewalk Maintenance Project (CIP No. 24-813-9921) ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On May 6, 2025, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
  
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Plans and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Potential Award;
  - 2.12 Notice to Proceed;
  - 2.13 Town of Los Gatos Standard Details; and
  - 2.14 2024 Caltrans Standard Plans and Specifications
  
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$162,200 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 43 calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$1,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
  - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
  - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
  - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

**Town:**

**Notices:**

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

**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)

**Contractor:**

Spektren Engineering, Inc.  
7810 Monterey Rd Ste. B  
Gilroy, CA 95020  
669-294-1903  
Attn: Emiliano Villalobos  
Email: [estimating@spektrenengineering.com](mailto:estimating@spektrenengineering.com)

## 12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/\_\_\_\_\_

Chris Constantin, Town Manager

s/\_\_\_\_\_

Gabrielle, Whelan, Town Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

s/\_\_\_\_\_

Wendy Wood, CMC, Town Clerk

Date: \_\_\_\_\_

**CONTRACTOR:** Spektren Engineering, Inc.

s/\_\_\_\_\_

Emiliano Villalobos Guzman, President

Seal:

Date: \_\_\_\_\_

END OF CONTRACT



## Payment Bond

< \_\_\_\_\_ > ("City") and \_\_\_\_\_  
 ("Contractor") have entered into a contract for work on the  
 < \_\_\_\_\_ > Project ("Project"). The  
 Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ \_\_\_\_\_, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

- 6. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the <\_\_\_\_\_> County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

*[Signatures are on the following page.]*

**7. Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 20\_\_.

**SURETY:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY CITY:**

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

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

END OF PAYMENT BOND

## Performance Bond

< \_\_\_\_\_ > ("City") and \_\_\_\_\_  
 ("Contractor") have entered into a contract for work on the  
 < \_\_\_\_\_ > Project ("Project"). The  
 Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee for an amount not less than \$ \_\_\_\_\_ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
  - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

- 5.2** Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
- 5.3** Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
- 6. Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
- 7. Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:
- Attn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_
- 8. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the <\_\_\_\_\_> County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
- 9. Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_.

**SURETY:**
 \_\_\_\_\_  
 Business Name

s/ \_\_\_\_\_

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

**CONTRACTOR:**

\_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**APPROVED BY CITY:**

s/ \_\_\_\_\_

\_\_\_\_\_  
Date

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

END OF PERFORMANCE BOND





Item	Description	Unit	Quantity	Unit Cost	Total
1	Traffic Control	L.S.	1	\$7,500.00	\$7,500.00
2	Adjust Utility to Grade (Revocable)	Ea.	1	\$500.00	\$500.00
3	Clearing and Grubbing	L.S.	1	\$2,000.00	\$2,000.00
4	Remove and Replace Curb and Gutter	L.F.	170	\$75.00	\$12,750.00
5	Remove and Replace Rolled Curb	L.F.	410	\$75.00	\$30,750.00
6	Remove and Replace Sidewalk	S.F.	1240	\$20.00	\$24,800.00
7	Remove and Replace Hardscape (Revocable)	S.F.	100	\$20.00	\$2,000.00
8	Remove and Replace Commercial Concrete Driveway	S.F.	90	\$30.00	\$2,700.00
9	Install New Curb Ramp-Case B	Ea.	9	\$5,500.00	\$49,500.00
10	Install New Curb Ramp-Case C	Ea.	1	\$5,500.00	\$5,500.00
11	Install New Curb Ramp-Case F	Ea.	4	\$5,500.00	\$22,000.00
12	Adjust Frame and Grate to Grade	Ea.	2	\$700.00	\$1,400.00
13	Paint Red Curb (Revocable)	L.F.	10	\$30.00	\$300.00
14	Remove and Install New Sign and Post (Revocable)	Ea.	1	\$500.00	\$500.00
	Total				\$162,200.00

Base Bid				Spektren Engineering, Inc.		John Boylan Engineering, Inc.		Spenco Construction		CLS/Cervantes Landscape Services		Raposo Engineering Inc		Zara Construction, Inc.		FBD Vanguard Construction, Inc		JJR Construction, Inc	
Item	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Traffic Control	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 27,000.00	\$ 27,000.00	\$ 35,000.00	\$ 35,000.00	\$ 29,622.00	\$ 29,622.00	\$ 25,000.00	\$ 25,000.00
2	Adjust Utility to Grade (Revocable)	1	Ea.	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 1,100.00	\$ 1,100.00	\$ 275.00	\$ 275.00	\$ 5,000.00	\$ 5,000.00	\$ 1,880.00	\$ 1,880.00	\$ 800.00	\$ 800.00
3	Clearing and Grubbing	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1.00	\$ 1.00
4	Remove and Replace Curb and Gutter	170	L.F.	\$ 75.00	\$ 12,750.00	\$ 100.00	\$ 17,000.00	\$ 130.00	\$ 22,100.00	\$ 85.00	\$ 14,450.00	\$ 91.11	\$ 15,488.70	\$ 120.00	\$ 20,400.00	\$ 85.00	\$ 14,450.00	\$ 195.55	\$ 33,243.50
5	Remove and Replace Rolled Curb	410	L.F.	\$ 75.00	\$ 30,750.00	\$ 90.00	\$ 36,900.00	\$ 130.00	\$ 53,300.00	\$ 95.00	\$ 38,950.00	\$ 184.61	\$ 75,690.10	\$ 100.00	\$ 41,000.00	\$ 85.00	\$ 34,850.00	\$ 200.30	\$ 82,123.00
6	Remove and Replace Sidewalk	1240	S.F.	\$ 20.00	\$ 24,800.00	\$ 25.00	\$ 31,000.00	\$ 20.00	\$ 24,800.00	\$ 20.00	\$ 24,800.00	\$ 29.00	\$ 35,960.00	\$ 40.00	\$ 49,600.00	\$ 35.00	\$ 43,400.00	\$ 25.25	\$ 31,310.00
7	Remove and Replace Hardscape (Revocable)	100	S.F.	\$ 20.00	\$ 2,000.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	\$ 35.00	\$ 3,500.00	\$ 55.70	\$ 5,570.00	\$ 60.00	\$ 6,000.00	\$ 40.00	\$ 4,000.00	\$ 39.00	\$ 3,900.00
8	Remove and Replace Commercial Concrete Driveway	90	S.F.	\$ 30.00	\$ 2,700.00	\$ 45.00	\$ 4,050.00	\$ 30.00	\$ 2,700.00	\$ 25.00	\$ 2,250.00	\$ 92.50	\$ 8,325.00	\$ 120.00	\$ 10,800.00	\$ 50.00	\$ 4,500.00	\$ 45.00	\$ 4,050.00
9	Install New Curb Ramp-Case B	9	Ea.	\$ 5,500.00	\$ 49,500.00	\$ 6,500.00	\$ 58,500.00	\$ 6,500.00	\$ 58,500.00	\$ 6,800.00	\$ 61,200.00	\$ 7,002.00	\$ 63,018.00	\$ 8,500.00	\$ 76,500.00	\$ 12,700.00	\$ 114,300.00	\$ 10,680.00	\$ 96,120.00
10	Install New Curb Ramp-Case C	1	Ea.	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 7,200.00	\$ 7,200.00	\$ 7,150.00	\$ 7,150.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,680.00	\$ 10,680.00
11	Install New Curb Ramp-Case F	4	Ea.	\$ 5,500.00	\$ 22,000.00	\$ 4,750.00	\$ 19,000.00	\$ 6,500.00	\$ 26,000.00	\$ 6,500.00	\$ 26,000.00	\$ 6,250.00	\$ 25,000.00	\$ 9,000.00	\$ 36,000.00	\$ 10,000.00	\$ 40,000.00	\$ 10,680.00	\$ 42,720.00
12	Adjust Frame and Grate to Grade	2	Ea.	\$ 700.00	\$ 1,400.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,100.00	\$ 2,200.00	\$ 2,000.00	\$ 4,000.00	\$ 4,500.00	\$ 9,000.00	\$ 250.00	\$ 500.00	\$ 2,000.00	\$ 4,000.00
13	Paint Red Curb (Revocable)	10	L.F.	\$ 30.00	\$ 300.00	\$ 10.00	\$ 100.00	\$ 10.00	\$ 100.00	\$ 650.00	\$ 6,500.00	\$ 20.00	\$ 200.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 20.00	\$ 200.00
14	Remove and Install New Sign and Post (Revocable)	1	Ea.	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 550.00	\$ 550.00	\$ 1,100.00	\$ 1,100.00	\$ 450.00	\$ 450.00	\$ 2,100.00	\$ 2,100.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00
Total					\$ 162,200.00		\$ 195,350.00		\$ 215,300.00		\$ 224,250.00		\$ 283,126.80		\$ 315,900.00		\$ 318,502.00		\$ 334,947.50



**PROJECT  
PLANS AND SPECIFICATIONS  
FOR  
Project #24-813-9921  
2025 ANNUAL CURB, GUTTER, AND SIDEWALK  
MAINTENANCE**

**Bid Opening  
Tuesday, March 25, 2025, 2:00 pm**

ISSUE DATE: February 28, 2025

**Issued February 28, 2025**

## 2025 ANNUAL CURB, GUTTER, AND SIDEWALK MAINTENANCE #24-813-9921

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#### Attachments:

A - Locations of Work

B - Standard Plans

C - Sample Contract

D - Blueprint for a Clean Bay

E - Stormwater Ordinance

## 1. NOTICE INVITING BIDS

### 1.1. Bid Submission

The Town of Los Gatos ("Town") will accept electronic bids for its 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project #24-813-9921 ("Project"), by or before **Tuesday, March 25, 2025, at 2:00 pm**, via the Town's bidding site at <https://procurement.opengov.com/portal/losgatosca>, at which time the bids will be opened electronically, as further specified in the Instructions to Bidders.

### 1.2. Project Information

- A. **Location and Description** - The Project involves the repair or replacement of concrete curb, gutter, sidewalks, and driveway approaches, installation of new curb ramps, signposts, root pruning, and associated work within the Town, as shown in **Attachment A**, "Locations of Work," incorporated herein.
- B. **Time for Final Completion** - The Project must be fully completed within 43 calendar days from the start date set forth in the Notice to Proceed.
  - 1. **Liquidated Damages** - \$1,000 per day for each day of unexcused delay in achieving Final Completion
- C. **Estimated Cost.** The estimated construction cost is \$200,000.

### 1.3. License and Registration Requirements

- A. **License** - This Project requires a valid California contractor's license for the following classification(s): A. If the Contractor subcontracts the concrete work, then the Subcontractor shall possess a valid California Clas C-8 California contractor's license.
- B. **DIR Registration** - Town may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

### 1.4. Contract Documents

The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto ("Contract Documents") may be downloaded from Town's website located at: <https://procurement.opengov.com/portal/losgatosca>. Printed copy of the Contract Documents is not available from the Town.

### 1.5. Bid Security

The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to Town, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after Town issues the Notice of

Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

#### 1.6. Prevailing Wage Requirements

- A. **General** - Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
- B. **Rates** - The prevailing rates are on file with the Town and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.
- C. **Compliance** - The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

#### 1.7. Retention

The percentage of retention that will be withheld from progress payments is 5 %.

#### 1.8. Performance and Payment Bonds

The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

#### 1.9. Substitution of Securities

Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300

#### 1.10. Subcontractor List

Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.



### 1.11. [Instructions to Bidders](#)

All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By: **/s/ Wendy Wood, Town Clerk**

Publication Date: Friday, February 28, 2025

## 2. Instructions to Bidders

Each Bid Proposal submitted to Town of Los Gatos ("Town") for its 2025 Annual Curb, Gutter, and Sidewalk Maintenance Project #24-813-9921 ("Project") must be submitted in accordance with the following instructions and requirements:

### 2.1. Bid Submission

- A. **General** - Each bidder must register for an account on the Town's Procurement site, <https://procurement.opengov.com/portal/losgatosca> to submit the Bid Proposal electronically. Plans, Specifications, and Addendums (if any) may be viewed and downloaded free of charge via the internet at <https://procurement.opengov.com/portal/losgatosca>. To be included on the Plan Holder's List for the Project, registered users must download the Plans and Specifications from the bidding website. Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted electronically, with all required forms and attachments, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted. Late submissions will not be considered. Town reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from Town. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- B. **Bid Opening** - Bids timely submitted via the Town's bidding portal will be opened and publicly read aloud during a Zoom meeting after bids have closed on the day and time listed above. Here is the Zoom link to participate: <https://www.zoom.com>. Webinar ID: 852 3124 1665. Passcode: 2025curb.
- C. **DIR Registration** - Subject to limited legal exceptions for joint venture bids and federally-funded projects, Town may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If Town is unable to confirm that the bidder is currently registered with the DIR, Town may disqualify the bidder and disregard its bid. (Labor Code §§ 1725.5 and 1771.1(a).)

### 2.2. Bid Proposal

A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section titled "Bid Security" below, and by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents, and any other required enclosures, as applicable.

### 2.3. Authorization and Execution

Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporations Code § 313.

### 2.4. Bid Security

Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the Town, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.

### 2.5. Requests for Information

Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted through the Town's Procurement Site <https://procurement.opengov.com/portal/losgatosca> and received a minimum of five (5) working days prior to the scheduled bid opening. Oral responses are not authorized and are not binding on the Town. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by Town in response to Questions or requests for clarifications will be issued through an addendum no later than 72 hours prior to bid opening.

### 2.6. Pre-Bid Investigation

- A. **General** - Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the Town or the Project site without prior written authorization from Town.
- B. **Document Review** - Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying Town of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity

as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the Town no later than five Working Days before the scheduled bid opening. (See Section 5, above.) Town expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by Town.

- C. **Project Site** - Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the Town through the bidding site, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from Town. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in Town's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- D. **Utility Company Standards** - The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.

## 2.7. Bidders Interested in More Than One Bid

No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.

## 2.8. Addenda

Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, Town reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check Town's website periodically for any addenda or updates on the Project at <https://procurement.opengov.com/portal/losgatosca>.

## 2.9. Brand Designations and “Or Equal” Substitutions

Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,” is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).

## 2.10. Bid Protest

Any bid protest against another bidder must be submitted in writing and received by Town sent via email to Saurabh Nijhawan, Senior Civil Engineer, at [snijhawan@losgatosca.gov](mailto:snijhawan@losgatosca.gov) before 5:00 p.m. no later than two Working Days following bid opening (“Bid Protest Deadline”) and must comply with the following requirements:

- A. **General** - Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a “Working Day” means a day that Town is open for normal business, and excludes weekends and holidays observed by Town. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- B. **Protest Contents** - The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- C. **Copy to Protested Bidder** - Upon submission of its bid protest to Town, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- D. **Response to Protest** - The protested bidder may submit a written response to the protest, provided the response is received by Town before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the

name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.

- E. **Copy to Protesting Bidder** - Upon submission of its response to the bid protest to the Town, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. **Exclusive Remedy** - The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- G. **Right to Award** - Town reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

### 2.11. Reservation of Rights

Town reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the Town's expectations at the time the Notice Inviting Bids was first issued. Town is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the Town determines, in its sole discretion, the appropriate time for commencing the Work. The Town expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the Town in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

### 2.12. Bonds

Within ten calendar days following Town's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit payment and performance bonds to Town as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.

### 2.13. License(s)

The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a Town business license within ten (10) days following Town's issuance of the Notice of Potential Award. Subcontractors must also obtain a Town business license before performing any Work.

## 2.14. Ineligible Subcontractor

Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.

## 2.15. Safety Orders

If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.

## 2.16. In-Use Off-Road Diesel-Fueled Fleets

If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following Town's issuance of the Notice of Potential Award to the successful bidder, the bidder must submit to Town valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.

## 2.17. Additive and Deductive Alternates

As required by Public Contract Code § 20103.8, if this bid solicitation includes additive or deductive items, the following method will be used to determine the lowest bid: The lowest bid will be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

## 2.18. Bid Schedule

Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

- A. **Estimated Quantities** - Unless identified as a "Final Pay Quantity," the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

## 2.19. For Reference Only

The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions:

- A. Locations of Work (**Attachment A**)
- B. Standard Plans (**Attachment B**)
- C. Sample Contract (**Attachment C**)

- D. Blueprint for a Clean Bay (**Attachment D**)
- E. Town of Los Gatos Storm Water Pollution Control Ordinance (**Attachment E**)



### 3. Bid Schedule

This Bid Schedule must be completed and included with the Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked “(SW)” are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Extended Total Amount” column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance    CF = Cubic Feet    CY = Cubic Yard    EA = Each    LB = Pounds  
 LF = Linear Foot    LS = Lump Sum    SF = Square Feet    TON = Ton (2000 lbs)

#### BASE BID

Item	Description	Unit	Quantity	Unit Cost	Total
1	Traffic Control	L.S.	1		
2	Adjust Utility to Grade (Revocable)	Ea.	1		
3	Clearing and Grubbing	L.S.	1		
4	Remove and Replace Curb and Gutter	L.F.	170		
5	Remove and Replace Rolled Curb	L.F.	410		
6	Remove and Replace Sidewalk	S.F.	1,240		
7	Remove and Replace Hardscape (Revocable)	S.F.	100		
8	Remove and Replace Commercial Concrete Driveway	S.F.	90		
9	Install New Curb Ramp-Case B	Ea.	9		
10	Install New Curb Ramp-Case C	Ea.	1		
11	Install New Curb Ramp-Case F	Ea.	4		
12	Adjust Frame and Grate to Grade	Ea.	2		
13	Paint Red Curb (Revocable)	L.F.	10		
14	Remove and Install New Sign and Post (Revocable)	Ea.	1		

Item	Description	Unit	Quantity	Unit Cost	Total
TOTAL					

## 4. Vendor Questionnaire

### 4.1. Will you be using subcontractor/s?\*

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

#### 4.1.1. Subcontractor's list\*

Please download the below documents, complete, and upload.

- [Subcontractors list.pdf](#)

\*Response required

### 4.2. Please provide Bid Bond\*

Please download the below documents, complete, and upload.

- [bid\\_bond.pdf](#)

\*Response required

### 4.3. Noncollusion Declaration\*

Please download the below documents, complete, and upload.

- [Noncollusion declaration fo...](#)

\*Response required

### 4.4. Bidder's Certifications and Warranties. \*

By confirming and submitting this Bid Proposal, Bidder certifies and warrants the following:

- Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
- Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the Town based on its failure to receive, access, or review any addenda for any reason.
- Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the

Work to be performed in accordance with the Contract Documents and within the Contract Time.

- E. **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
- F. **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
- G. **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

☐ Please confirm

\*Response required

#### 4.5. Award of Contract\*

**Award of Contract.** By confirming and submitting this Bid Proposal, Bidder agrees that, if Town issues the Notice of Potential Award to Bidder, then within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

- A. **Execute Contract.** Enter into the Contract with Town in accordance with the terms of this Bid Proposal, by signing and submitting to Town the Contract prepared by Town using the form included with the Contract Documents;
- B. **Submit Required Bonds.** Submit to Town a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
- C. **Insurance Requirements.** Submit to Town the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
- D. **Certificates of Reported Compliance.** Submit to Town valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation. (See Section 16 of the Instructions to Bidders.)

☐ Please confirm

\*Response required

## 5. General Conditions

### Article 1 - Definitions

**Definitions** - The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for a specified purpose.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by Town, which changes the scope of Work, the Contract Price, or the Contract Time.

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to Town in accordance with the requirements of the Contract Documents, and which has been rejected by Town, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between Town and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

**Contract Time** means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with Town to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by Town to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

**DIR** means the California Department of Industrial Relations.

**Drawings** has the same meaning as Plans.

**Engineer** means the Town Engineer and his or her authorized delegees.

**Excusable Delay** is defined in Section 5.3(B), Excusable Delay.

**Extra Work** means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the Town's satisfaction, including all punch list items and any required commissioning or training, and has provided the Town with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

**Furnish** means to purchase and deliver for the Project.

**Government Code Claim** means a claim submitted pursuant to California Government Code § 900 et seq.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by Town to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Laws** means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

**Non-Excusable Delay** is defined in Section 5.3(D), Non-Excusable Delay.

**Plans** means the Town-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

**Project** means the public works project referenced in the Contract, as modified by any Project alternates elected by Town, if any.

**Project Manager** means the individual designated by Town to oversee and manage the Project on Town's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

**Recoverable Costs** is defined in Section 5.3(F), Recoverable Costs.

**Request for Information** or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to Town in the manner and format specified by Town.

**Section**, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to Town acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of Town, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

**Technical Specifications** has the same meaning as Specifications.

**Town** means the Town of Los Gatos, acting through its Town Council, officers, employees, Town Engineer, and any other authorized representatives.

**Town Engineer** means the Engineer for Town and his or her authorized delegee(s).

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day** or **Working Day**, whether or not capitalized, means a weekday when the Town is open for business, and does not include holidays observed by the Town.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

## Article 2 - Roles and Responsibilities

### 2.1 Town.

- A. **Town Council.** The Town Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.
- B. **Engineer.** The Engineer, acting within the authority conferred by the Town Council, is responsible for administration of the Project on behalf of Town, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.
- C. **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as Town's representative for daily administration of the Project on behalf of Town. Unless otherwise specified, all of Contractor's communications to Town (in any form) will go to or through the Project Manager. Town reserves the right to reassign the Project Manager role at any time or to delegate duties to additional Town representatives, without prior notice to or consent of Contractor.
- D. **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by Town, may act on Town's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

### 2.2 Contractor.

- A. **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of Town, and with minimal inconvenience to the public.
- B. **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by Town or specified in the Contract Documents. From the date of



commencement of the Work until either the date on which Town formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft.

- C. **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.
- D. **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to Town, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to Town. Town's approval of the superintendent is required before the Work commences. If Town is not satisfied with the superintendent's performance, Town may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to Town, as soon as practicable, before replacing the superintendent.
- E. **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.
- F. **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by Town, must attend a pre-construction conference, if requested by Town, as well as weekly Project progress meetings scheduled with Town. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by Town, other contractors, or other utility owners.
- G. **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including

injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the Town, Contractor will permit review of and/or provide copies of any of these construction records.

- H. **Responsible Party.** Contractor is solely responsible to Town for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon Town's written request, Contractor must promptly and permanently remove from the Project, at no cost to Town, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.
- I. **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by Town to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Plans, Specifications, and other Contract Documents, as determined by Town, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by Town, and any Extra Work performed without Town's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from Town, or within the time specified in Town's notice to correct, Town may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If Town elects to correct defective Work due to Contractor's failure or refusal to do so, Town or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on Town property, in order to effectuate the correction, at no extra cost to Town. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by Town's actions to correct defective Work under these circumstances. Alternatively, Town may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.
- J. **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

1. Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.
  2. Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after Town's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, Town is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.
- K. **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to Town for reference at all times during construction of the Project.

### 2.3 Subcontractors.

- A. **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. Town reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a Town business license before performing any Work.
- B. **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to Town. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and Town, but

Town is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

- C. **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to Town, subject to the prior rights of any surety, but only if and to the extent that Town accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.
- D. **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs Town incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If Town determines that a Subcontractor is unacceptable to Town based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), Town may request removal of the Subcontractor from the Project. Upon receipt of a written request from Town to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to Town, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to Town, in compliance with Public Contract Code § 4107, as applicable.

#### 2.4 Coordination of Work.

- A. **Concurrent Work.** Town reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by Town. To the full extent permitted by law, Contractor must hold harmless and indemnify Town against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.
- B. **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement

by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify Town if work performed by others, including work or activities performed by Town's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. Town reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

**2.5 Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

- A. **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.
- B. **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current Town-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.
- C. **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).
- D. **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.
- E. **Effect of Review and Acceptance.** Review and acceptance of a submittal by Town will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by Town is not an assumption of risk or liability by Town.
- F. **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without Town's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of Town, including costs for the Design Professional, Project Manager, or Inspector.

- G. **Excessive RFIs.** A RFI will be considered excessive or unnecessary if Town determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. Town's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

**2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by Town, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If Town requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by Town. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by Town does not relieve Contractor of Contractor's responsibility.

**2.7 Access to Work.** Contractor must afford prompt and safe access to any Worksite by Town and its employees, agents, or consultants authorized by Town; and upon request by Town, Contractor must promptly arrange for Town representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

**2.8 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without Town's prior written consent.

### Article 3 - Contract Documents

#### 3.1 Interpretation of Contract Documents.

- A. **Plans and Specifications.** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than

the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in Town's possession that is necessary for Contractor to form its own conclusions.

- B. **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from Town before proceeding further with the related Work. The RFI must notify Town of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining Town's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that Town's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)
- C. **Figures and Dimensions.** Figures control over scaled dimensions.
- D. **Technical or Trade Terms.** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.
- E. **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.
- F. **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

**3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

1. Change Orders;

2. Addenda;
3. Contract;
4. Notice to Proceed;
5. Appendix B – Federal Contract Requirements (only if used);
6. Special Conditions;
7. General Conditions;
8. Payment and Performance Bonds;
9. Specifications;
10. Plans;
11. Notice of Potential Award;
12. Notice Inviting Bids;
13. Appendix A – Federal Bidding Requirements (only if used);
14. Instructions to Bidders;
15. Contractor’s Bid Proposal and attachments;
16. Standard Plans (Attachment B); and
17. Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation (“Caltrans”), including “Standard Specifications,” “Caltrans Specifications,” “State Specifications,” or “CSS,” means the most current edition of Caltrans’ Standard Specifications, unless otherwise specified (“Caltrans Standard Specifications”), including the most current amendments as of the date that Contractor’s bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

- A. **Limitations.** The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.
- B. **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by Town, the provision in the Contract Documents will govern.



- C. **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

1. Any reference to the “Engineer” is deemed to mean the Town Engineer.
2. Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.
3. Any reference to the “Department” or “State” is deemed to mean Town.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by Town or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that Town or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

**3.5 Current Versions.** Unless otherwise specified by Town, any reference to standard specifications, technical specifications, or any Town or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

**3.6 Conformed Copies.** If Town prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

**3.7 Ownership.** No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from Town. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and Town will retain all rights to such works, including the right to possession.

#### **Article 4 - Bonds, Indemnity, and Insurance**

**4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

- A. **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from Town, Contractor must substitute a surety acceptable to Town. If Contractor fails to substitute

an acceptable surety within the specified time, Town may, at its sole discretion, withhold payment from Contractor until the surety is replaced to Town's satisfaction, or terminate the Contract for default.

- B. **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from Town pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

**4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless Town, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. Town will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

**4.3 Insurance.** No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to Town. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of Town's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, Town may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

- A. **Policies and Limits.** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

1. **Commercial General Liability (“CGL”) Insurance:** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work, including contractor’s protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.
  2. **Automobile Liability Insurance:** The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.
  3. **Workers’ Compensation Insurance and Employer’s Liability:** The workers’ compensation and employer’s liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.
- B. **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to Town, unless due to non-payment of premiums, in which case ten days written notice must be made to Town.
- C. **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against Town.
- D. **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder’s risk policy must include the following specific endorsements:
1. The Town, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the Town.
  2. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

3. The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.
  4. This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- E. **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.
- F. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$100,000 are subject to approval by the Town's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the Town's Risk Manager determines that the deductibles are unacceptably high, at Town's option, Contractor must either reduce or eliminate the deductibles as they apply to Town and all required Additional Insured; or must provide a financial guarantee, to Town's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.
- G. **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the Town's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the Town, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

#### Article 5 - Contract Time

- 5.1 **Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.
- A. **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract

Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

- B. **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.
- C. **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If Town determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, Town may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to Town, in order to achieve a rate of progress satisfactory to Town. If Contractor fails to comply with Town's directive in this regard, Town may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use Town's own forces to achieve the necessary rate of progress. Alternatively, Town may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

- A. **Baseline (As-Planned) Schedule.** Within ten calendar days following Town's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to Town for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by Town, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.
- 1. **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

- B. **Town's Review of Schedules.** Town will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. Town's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit Town's right to assess liquidated damages for Contractor's unexcused failure to do so.
- C. **Progress Schedules.** After Town accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by Town, for review and acceptance with each application for a progress payment, or when otherwise specified by Town, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to Town of any changes in the projected material or equipment delivery dates for the Project.
1. **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.
  2. **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which Town has noted exceptions that are not corrected, Town may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and Town has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.
- D. **Recovery Schedule.** If Town determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.
- E. **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current Town-accepted schedule unless otherwise directed by Town. Town's acceptance of a schedule does not operate to extend the time for completion of the Work or

any component of the Work, and will not affect Town's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

- F. **Posting.** Contractor must at all times prominently post a copy of the most current Town-accepted progress or recovery schedule in its on-site office.
- G. **Reservation of Rights.** Town reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by Town or others, or to facilitate Town's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.
- H. **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during Town's normal business hours, except as provided in the Special Conditions or as authorized in writing by Town. Town reserves the right to charge Contractor for additional costs incurred by Town due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

### 5.3 Delay and Extensions of Contract Time.

- A. **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that Town has a reasonable opportunity to mitigate or avoid the delay.
- B. **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.
- C. **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, Town-approved schedule. Contractor will be entitled to a non-compensable

extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

1. Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.
2. Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.
3. Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

D. **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

1. weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
2. Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;
3. Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;
4. foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;
5. Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;
6. performance or non-performance by Contractor's Subcontractors or suppliers;
7. the time required to respond to excessive RFIs (see Section 2.5(G));
8. delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;
9. time required for repair of, re-testing, or re-inspection of defective Work;
10. enforcement of Laws by Town, or outside agencies with jurisdiction over the Work; or



11. Town's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.
- E. **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by Town, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay.
- F. **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by Town. Recoverable Costs will not include home office overhead or lost profit.
- G. **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to Town within 30 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.
  1. **Required Contents.** The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.
  2. **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost

must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

3. *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to Town.
4. *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.
5. *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.
6. *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of Town's right to assess liquidated damages for Non-Excusable Delay.
7. *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on Town's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, Town will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, Town will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the Town Council or its authorized delegatee.

- A. **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.
- B. **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.
- C. **Setoff.** Town is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, Town is entitled to recover the balance from Contractor or its performance bond surety.
- D. **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute Town's acceptance of the Project and will not operate as a waiver of Town's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.
- E. **Other Remedies.** Town's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. Town retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

## Article 6 - Contract Modification

**6.1 Contract Modification.** Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

- A. **Town-Directed Changes.** Town may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with Town-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and Town have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by Town in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

- B. **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a Town-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that Town and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by Town. If Contractor refuses to perform the Work in dispute, Town may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, Town may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.
- C. **Extra Work.** Town may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by Town in accordance with the original Contract Documents, even if Contractor and Town have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both Town and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.
- D. **Minor Changes and RFIs.** Minor field changes, including RFI replies from Town, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within

his or her scope of authority, do not require a Change Order. By executing an RFI reply from Town, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

- E. **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a Town-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, Town may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

- A. **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 30 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If Town requests that Contractor propose the terms of a Change Order, unless otherwise specified in Town's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving Town's request, in a form satisfactory to the Engineer.
- B. **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.
- C. **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit Town to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.
- D. **Required Form.** Contractor must use Town's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by Town.
- E. **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to Town-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the Town's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

- A. **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.
- B. **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.
- C. **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by Town in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:
  - 1. All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;
  - 2. All direct material costs provided by the Contractor, including sales tax, plus 15% markup;
  - 3. All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;
  - 4. All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and
  - 5. Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

**6.4 Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, Town may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the Town believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

**6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

#### **Article 7 - General Construction Provisions**

##### **7.1 Permits, Fees, Business License, and Taxes.**

- A. **Permits, Fees, and Town Business License.** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a Town business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide Town with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.
- B. **Taxes.** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that Town is exempt from Federal Excise Tax.

**7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the Town prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

- A. **Utilities.** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.
- B. **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to Town's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

**7.3 Noninterference and Site Management.** Contractor must avoid interfering with Town's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected

parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

- A. **Offsite Acquisition.** Unless otherwise provided by Town, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.
- B. **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide Town with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding Town harmless from any related liability, in a form acceptable to the Town Attorney.
- C. **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

**7.4 Signs.** No signs may be displayed on or about Town's property, except signage which is required by Laws or by the Contract Documents, without Town's prior written approval as to size, design, and location.

**7.5 Project Site and Nearby Property Protections.**

- A. **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the Town has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by Town, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, Town's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for Town, including damage related to Contractor's failure to adequately secure the Work or any Worksite.
  - 1. Subject to Town's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; Town's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.
  - 2. Town wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify Town and establish a plan, subject to Town's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.



3. Contractor must remove with due care, and store at Town's request, any objects or material from the Project site that Town will salvage or reuse at another location.
  4. If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, Town may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.
  5. Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.
- B. **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless Town approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from Town.
- C. **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the Town and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.
- D. **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to Town's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.
- E. **Notification of Property Damage.** Contractor must immediately notify the Town of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to Town of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if

applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to Town.

## 7.6 Materials and Equipment.

- A. **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until Town has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.
- B. **Town-Provided.** If the Work includes installation of materials or equipment to be provided by Town, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify Town of any defects discovered in Town-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.
- C. **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

## 7.7 Substitutions.

- A. **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design,

function, and quality, as determined by Town, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

- B. **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.
- C. **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.
- D. **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. Town has sole discretion to determine whether a proposed substitution is equal, and Town's determination is final.
- E. **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by Town.
- F. **Contractor's Obligations.** Town's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## 7.8 Testing and Inspection.

- A. **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by Town at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither Town's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.
- B. **Scheduling and Notification.** Contractor must cooperate with Town in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working

Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized Town holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse Town for the cost of the overtime inspection or testing. Such costs, including the Town's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

- C. **Responsibility for Costs.** Town will bear the initial cost of inspection and testing to be performed by independent consultants retained by Town, subject to the following exceptions:
1. Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
  2. Contractor will be responsible for inspection costs, at Town's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.
  3. If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
  4. Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
  5. Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.
- D. **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by Town.
- E. **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.
- F. **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

**7.9 Project Site Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to Town's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

- A. **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).
- B. **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If Town determines that the dust control is not adequate, Town may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.
- C. **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.
  - 1. Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by Town, will be Contractor's property.
  - 2. Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on Town streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.
- D. **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

- E. **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by Town.
- F. **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any Town clean up order, Town may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

**7.10 Instructions and Manuals.** Contractor must provide to Town three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for Town to easily maintain and service the materials and equipment installed for this Project.

- A. **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to Town at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to Town for review.
- B. **Training.** Contractor or its Subcontractors must train Town's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

**7.11 As-built Drawings.** Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

- A. **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Town may withhold the estimated cost for Town to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of Town. Actual locations to scale must be identified on the as-

built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

- B. **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

#### 7.12 Existing Utilities.

- A. **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.
- B. **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by Town in the Contract Documents, Contractor must immediately provide written notice to Town and the utility. Town assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by Town's failure to provide for removal or relocation of the utility facilities.

**7.13 Notice of Excavation.** Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

**7.14 Trenching and Excavations of Four Feet or More.** As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

- A. **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to Town if Contractor finds any of the following conditions:
1. Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;
  2. Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or
  3. Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.
- B. **Town Investigation.** Town will promptly investigate the conditions and if Town finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Town will issue a Change Order.
- C. **Disputes.** In the event that a dispute arises between Town and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by Town, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and Town.

**7.15 Trenching of Five Feet or More.** As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to Town for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

**7.16 New Utility Connections.** Except as otherwise specified, Town will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify Town sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

**7.17 Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed



surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

**7.18 Historic or Archeological Items.**

- A. **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").
- B. **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by Town. If required by Town, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At Town's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into Town's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

- A. **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").
- B. **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in Town's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

**7.20 Noise Control.** Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

**7.21 Mined Materials.** Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

## Article 8 - Payment

**8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

- A. **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.
- B. **Deleted or Reduced Work.** Contractor will not be compensated for Work that Town has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

**8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

- A. **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.
- B. **Payment of Undisputed Amounts.** Town will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. Town will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

**8.3 Adjustment of Payment Application.** Town may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount

requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. Town may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

- A. For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, Town may withhold or deduct an amount based on the Town's estimated cost to correct or complete the Work.
- B. For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, Town may deduct an amount based on the estimated cost to repair or replace.
- C. For Contractor's failure to pay its Subcontractors and suppliers when payment is due, Town may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.
- D. For Contractor's failure to timely correct rejected, nonconforming, or defective Work, Town may withhold or deduct an amount based on the Town's estimated cost to correct or complete the Work.
- E. For any unreleased stop notice, Town may withhold 125% of the amount claimed.
- F. For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, Town may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.
- G. For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, Town may withhold or deduct an amount based on the Town's cost to prepare the as-builts.
- H. For Work performed without Shop Drawings that have been accepted by Town, when accepted Shop Drawings are required before proceeding with the Work, Town may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.
- I. For fines, payments, or penalties assessed under the Labor Code, Town may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.
- J. For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, Town may withhold or deduct such amounts from payment otherwise due to Contractor.

**8.4 Early Occupancy.** Neither Town's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** Town will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following Town's acceptance of the Project.

- A. ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by Town. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by Town's legal counsel. If Town exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes Town's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.
- B. ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by Town's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

**8.6 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

- A. ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, Town will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by Town for

the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

- B. **Joint Checks.** Town reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if Town determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the Town Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between Town and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

**8.7 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, Town reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that Town acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to Town exceeds the amount of Final Payment, Town retains the right to recover the balance from Contractor or its sureties.

**8.8 Release of Claims.** Town may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing Town with a written waiver and release of all claims against Town arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.

**8.9 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to Town free of any claims, liens, or encumbrances upon payment to Contractor.

## **Article 9 - Labor Provisions**

**9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

**9.2 Labor Code Requirements.**

- A. **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.
- B. **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to Town as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
- C. **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
- D. **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

**9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the Town and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

- A. **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to Town as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- B. **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

**9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

- A. **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - 1. The information contained in the payroll record is true and correct; and
  - 2. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

- B. **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to Town, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
- C. **Enforcement.** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

**9.5 Labor Compliance.** Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

#### **Article 10 - Safety Provisions**

**10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

- A. **Reporting Requirements.** Contractor must immediately notify the Town of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to Town of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to Town.
- B. **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide Town with copies of all notices required by Laws.
- C. **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.
- D. **Remedies.** If Town determines, in its sole discretion, that any part of the Work or Project site is unsafe, Town may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective

measures to Town's satisfaction. If Contractor fails to promptly take the required corrective measures, Town may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with Town's request for corrective measures pursuant to this provision.

**10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to Town. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

**10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and Town.

- A. **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.
- B. **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

**10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

**10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the Town if, under the circumstances, there is inadequate time to seek prior authorization from the Town.

## **Article 11 - Completion and Warranty Provisions**



### 11.1 Final Completion.

- A. **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to Town requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, Town will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include Town's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the Town or by a third party retained by the Town due to Contractor's failure to timely complete any such outstanding item.
- B. **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by Town's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to Town's satisfaction.
- C. **Acceptance.** The Project will be considered accepted upon Town Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the Town may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.
- D. **Final Payment and Release of Retention.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, Town may withhold up to 150% of Town's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

### 11.2 Warranty.

- A. **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from

defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At Town's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

- B. **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.
- C. **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply Town with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.
- D. **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.
- E. **Contractor's Obligations.** Upon written notice from Town to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to Town's satisfaction.
- F. **Town's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by Town, or sooner if required by the circumstances, Town may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse Town for its costs in accordance with subsection (H), below.
- G. **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, Town may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse Town for its costs in accordance with subsection (H), below.
- H. **Reimbursement.** Contractor must reimburse Town for its costs to repair under subsections (F) or (G), above, within 30 days following Town's submission of a demand for payment pursuant to this provision. If Town is required to initiate legal action to compel Contractor's compliance with

this provision, and Town is the prevailing party in such action, Contractor and its surety are solely responsible for all of Town's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs Town incurs to correct the defective Work.

**11.3 Use Prior to Final Completion.** Town reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if Town has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

- A. **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of Town's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.
- B. **Town's Responsibility.** Town will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

**11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to Town acceptance of the Project, except for warranty work performed under this Article.

## Article 12 - Dispute Resolution

**12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

- A. **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to Town in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by Town, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.
- B. **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and Town. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to

submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to Town in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by Town.

- C. **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.
- D. **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.
- E. **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and Town.

**12.2 Claims Submission.** A Claim must be submitted in writing by registered or certified mail with return receipt requested, and must comply with the following requirements:

- A. **Substantiation.** The Claim must be submitted to Town in writing, clearly identified as a “Claim” submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of Town’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.
- B. **Claim Format and Content.** A Claim must be submitted submitted in writing by registered or certified mail with return receipt requested in the following format:
  - 1. Provide a cover letter, specifically identifying the submission as a “Claim” submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).
  - 2. Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of Town's rejection of that demand, in whole or in part.

3. Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:
  - a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
  - b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
  - c. A chronology of relevant events; and
  - d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.
4. Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.
5. Include the following certification, executed by Contractor's authorized representative: "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

**C. *Submission Deadlines.***

1. A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 30 days following the date that Town notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 30 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.
2. With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

3. A Claim disputing the amount of Final Payment must be submitted within 30 days of the effective date of Final Payment, under Section 8.7, Final Payment.
4. Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

**12.3 Town's Response.** Town will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of Town and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if Town determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, Town may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that Town may have against the Claim.

- A. ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of Town and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.
- B. ***Non-Waiver.*** Any failure by Town to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes Town's written response, or Town fails to respond within the specified time, within 15 days of receipt of Town's response or within 15 days of Town's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify Town of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify Town of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

- A. ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, Town will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.
- B. ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near Town's principal office.
- C. ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, Town will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

- D. **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the Town issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

#### 12.5 Mediation and Government Code Claims.

- A. **Mediation.** Within ten working days after the Town issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, Town and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.
- B. **Government Code Claims.**
1. Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.
  2. The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

**12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

**12.7 Arbitration.** It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

**12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-

availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The Town will not be directly liable to any Subcontractor or supplier.

**12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the Town's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the Town reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

**12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by Town. Nothing in this Article is intended to delay suspension or termination under Article 13.

### **Article 13 - Suspension and Termination**

**13.1 Suspension for Cause.** In addition to all other remedies available to Town, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, Town may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to Town's satisfaction.

- A. **Notice of Suspension.** Upon receipt of Town's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.
- B. **Resumption of Work.** Upon receipt of the Town's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.
- C. **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.



- D. **No Duty to Suspend.** Town's right to suspend the Work will not give rise to a duty to suspend the Work, and Town's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

**13.2 Suspension for Convenience.** Town reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for Town's convenience. Upon notice by Town pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by Town except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

**13.3 Termination for Default.** Town may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

**Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

- A. **Notice of Default and Opportunity to Cure.** Upon Town's declaration that Contractor is in default due to a material breach of the Contract Documents, if Town determines that the default is curable, Town will afford Contractor the opportunity to cure the default within ten days of Town's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.
- B. **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, Town may issue written notice to Contractor and its performance bond surety of Town's termination of the Contract for default.

- C. **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), Town may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that Town determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by Town to complete the Work following termination, where "additional cost" means all cost in excess of the cost Town would have incurred if Contractor had timely completed Work without the default and termination. In addition, Town will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on Town property for the purposes of completing the remaining Work.
- D. **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to Town of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to Town's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by Town, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from Town of the total compensation to be paid by Town.
- E. **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

**13.4 Termination for Convenience.** Town reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

- A. **Compensation to Contractor.** In the event of Town's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

1. **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;
2. **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and
3. **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

- B. **Disputes.** If Contractor disputes the amount of compensation determined by Town pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from Town of total compensation to be paid by Town.

**13.5 Actions Upon Termination for Default or Convenience.** The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

- A. **General.** Upon termination, Town may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to Town.
- B. **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to Town all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.
- C. **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:
1. Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with Town's instructions for cessation of labor and securing the Project and any other Worksite(s).
  2. Comply with Town's instructions to protect the completed Work and materials, using best efforts to minimize further costs.
  3. Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

4. As directed in the notice, Contractor must assign to Town or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to Town's approval.
  5. As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to Town.
- D. **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.
- E. **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

#### Article 14 - Miscellaneous Provisions

**14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to Town all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time Town tenders Final Payment to Contractor, without further acknowledgement by the parties.

**14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

**14.3 Waiver.** Town's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by Town. Town's waiver of any breach, failure, right, or remedy will not be deemed a waiver of

any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by Town.

**14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

**14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

**14.6 Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

## 6. General Constructions Requirements

### 6.1. General Construction Requirements

#### **Project Plans**

The attached “Locations of Work” found in **Attachment A** shall be considered as the Plans.

#### **Mobilization**

Mobilization shall not be separately paid for but shall be considered as included in the payments for other items of work. This shall include full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing all of the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of equipment and materials as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

#### **Order of Work**

Order of Work shall conform to the provisions in Section 5-1.02, “Contract Components,” of the Standard Specifications and these Special Provisions.

At least five (5) working days before any work is started, the Contractor shall furnish to the Engineer a written schedule for the work, listing the dates on which individual areas are to be subject to project related work and the extent of impact caused by the work. Additionally, the Contractor shall submit any request for approval for special traffic consideration including but not limited to lane closures, etc. The Contractor shall thenceforth adhere diligently to said written schedule in the prosecution of the work.

**Work for this project needs to be coordinated with the 2024 Annual Street Repair and Resurfacing Project. Resurfacing work will generally follow the concrete work but certain work may need to occur around the same time. The Engineer shall be the main contact for the coordination of the work.**

The location may not be available for work if scheduling is not requested by the Contractor and approved by the Engineer (5) working days prior to the desired workday.

#### **Cooperation**

Attention is directed to Section 5-1.36C, “Nonhighway Facilities,” of the Standard Specifications.

It is the Contractor’s responsibility to work with utility companies to coordinate the removal, relocation, raising to grade, installation of the new facilities, or any other utility work as shown on the plans or indicated in the specifications with the appropriate utility company. The Contractor shall provide advance notification and shall allow sufficient time and work space for the utility company to complete the work necessary.

If in the opinion of the Engineer, the Contractor’s operations are delayed by reason of utility facilities not being removed or relocated, the Contractor will be entitled to an extension of time only. The Contractor shall be entitled to no other compensation for such delay.

#### **Progress Schedule**

The Contractor shall submit a project progress schedule for approval by the Engineer within eight (8) Working days from the date of the Notice of the Award of Contract or 3 days before the pre-construction conference, whichever comes first. Failure to submit an acceptable progress schedule shall

result in rejection of the Contractor's proposal. The progress schedule shall be in the form specified below unless otherwise specified in the Special Provision or approved by the Engineer. Updated progress schedules shall be provided by the Engineer monthly with the estimates of work required in Section 9-1.16, "Progress Payments," of the Standard Specifications. No partial payments will be made for any work until an updated schedule has been submitted and approved by the Engineer. Updated schedules shall incorporate all current schedule information, including actual progress, approved time adjustments, and proposed changes in sequence and logic.

The Contractor must furnish a computerized schedule prepared by the critical path method (CPM) which shows the order in which the Contractor proposes to carry out the work; the sequence and interdependence of construction activities; all salient features of the work (including procurement of materials and equipment); the dates on which the Contractor will start the salient features of the work; and the scheduled dates for completing the said salient features. The construction schedule shall include:

- a. Time for submittals and reviews;
- b. Time for fabrication and delivery of manufactured products for the work; and
- c. The interdependence of procurement and construction activities.

The construction schedule shall:

- a. Be a timescaled network diagram referenced to specific calendar dates;
- b. Include time for the Engineer to review submittals or inspect the work; and
- c. Identify the activities which constitute the controlling operations or critical path.

The construction schedule shall not contain multiple critical paths.

Scheduling of change order work is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change order work, and submit a new schedule to the Engineer for review.

Delays or changes to non-critical activities will not be considered for a contract time extension. Non-critical activities are those activities which when delayed, do not affect the contract completion time.

The project schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract. The Engineer, at his or her sole discretion, retains the right to reject any and all construction schedules submitted by the Contractor, including when the Engineer determines that the Contractor has too many items on the Critical Path, or the logic of the schedule is in error, or if the Engineer determines salient items of work are missing from the schedule.

Subject to the above provisions, nothing herein shall preclude the Contractor from early completion of the contract.

The Contractor shall submit updated progress schedules to the Engineer as a condition of approval for the monthly progress payments and final acceptance.

#### **Record Drawings**

The Contractor shall keep and maintain on the job site, one record set of drawings. On these, the Contractor shall mark all project conditions, locations, configurations, and any other changes or

deviations which may vary from the details represented on the original contract documents, including buried or concealed construction and utility features which are revealed during the course of construction. Final payment will not be approved until the Contractor prepared record drawings have been delivered to the Engineer.

#### **General Measurement and Payment Requirements**

The Contractor shall submit in all field quantities completed to date for payment with each monthly pay estimate. The Contractor shall provide, in writing, who from their team will be responsible for field measuring quantities with the Town's representative. Upon completion of a contract bid item, the Contractor's representative shall field measure the final quantities with the Town's representative. This agreed upon amount will be considered final and no re-measuring of these field quantities will be allowed without the approval of the Engineer. All supporting documentation required for payment of an item, shall be submitted by the Contractor within two pay periods following the work. Documentation submitted more than two pay periods after the work was completed will not be paid and the cost of this work shall be borne by the Contractor.

#### **Truck Routes**

Per the Town Ordinance Section 15.30.410, the following streets and highways or portions thereof within the Town limits are designated Truck Routes and are authorized for use by operators of trucks and other vehicles, which exceed a maximum gross weight of ten thousand (10,000) pounds:

- Highway 17
- Los Gatos-Saratoga Road (Highway 9)
- Los Gatos-Almaden Road
- Los Gatos Boulevard
- Blossom Hill Road
- Winchester Boulevard
- Lark Avenue

Other Town streets are unauthorized for truck routes unless otherwise approved by the Engineer.

#### **Hours of Work**

Unless otherwise approved in writing by the Engineer or specified in these Special Provisions, the hours of work for this project are Monday through Friday, 8:00 am to 5:00 pm, unless otherwise approved by the Engineer.

No work that interferes with public traffic shall be performed prior to 9:00 am or after 3:00 pm, except as otherwise approved by the Engineer. Lane closures are only allowed between the hours of 9:00 am and 3:00 pm unless otherwise authorized by the Engineer.

Prior to any lane closure, the Contractor shall place a changeable message sign (CMS) one week in advance, stating Construction Dates/Expect Delays/Use Alternate Route.

On streets adjacent to schools, no lane closures are allowed during the school drop-off and pick-up hours. It is the responsibility of the Contractor to confirm the school drop-off and pick-up hours, including any early pick-up days.



The work hours will be strictly enforced. The Engineer has full authority to implement the working hours and completely shut down the construction operations outside the hours of work specified. Should the provisions of this section not be met, liquidated damages of One Thousand Dollars (\$1,000.00) for every 60-minute time period (or portion thereof) beyond the hours of work allowable shall be withheld from moneys due to the Contractor.

#### **24-Hour Contact Number**

The Contractor shall assign a project superintendent who has the complete authority to make decisions on behalf of the Contractor. The project superintendent shall be on the job at all times during construction and shall be available and on call 24 hours a day for the duration of the project. The Contractor shall provide to the Engineer and to the Los Gatos-Monte Sereno Police Department a 24-hour contact number for the project superintendent. This number shall not direct calls to a recorder or other message taking service.

#### **Advance Public Notification**

Two weeks prior to beginning any work in an area, the Contractor shall deliver written notice to all adjoining residents and businesses, tenants and other applicable parties listed below and all other properties where their only ingress/egress is through the project's work area. Individual or separate notices shall be given for general construction activity in an area as well as specific activities, which will, in any way, inconvenience the resident/property owner/tenant or affect their operations or access to their properties. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, and the name, address, and the contact number of the Contractor's superintendent. The Contractor shall provide accurate information regarding the construction schedule and activities to be incorporated into the "two-week" notification. The Contractor shall make every effort to coordinate work with individual residents and businesses whose access will be disrupted in order to minimize the disruption and impacts on the resident or business.

The Contractor shall also prove and hand-deliver a "two-day" notice. The notice shall be distributed two working days prior to the work beginning. The "two-day" notice shall be delivered to all adjoining residents and business, tenants, and other applicable parties listed below and any other properties who sole ingress/egress is through the project's work area.

Copies of all notices shall be provided to the Engineer for approval five (5) working days prior to the desired distribution date.

Should the Contractor's schedule change and/or differ in any capacity from the schedule initially mentioned in the notification to the resident/property owner/tenant or from the updates to the Town website, the Contractor shall re-notify all applicable parties (residents/property owner/tenant and/or businesses mentioned below) five (5) working days prior to the beginning of any work on that street.

The Contractor shall contact and coordinate the work with the following parties throughout the project. The "two-week" and "two-day" notification shall also be given to the following parties prior to beginning any work:

Santa Clara Valley Transportation Agency-(408) 321-2300  
West Valley Collection and Recycling-(408) 283-8500

U.S. Postal Service—Postmaster-(408) 395-7526  
Los Gatos/Monte Sereno Police Department-(408) 354-8600  
Santa Clara County Fire Department-(408) 378-4010

The Contractor shall also give written notice to residents/businesses for any driveway closures or anticipated service disruptions. The Contractor shall coordinate all disruptions with the appropriate utility, property owner, resident, business and the Town. Notice shall be given in advance and specify the duration of the disruption of any utility, and the temporary closure of access to any driveway. Such notice will comply with the requirements for closure of driveway access as specified under “Traffic Control Requirements.”

Lack of proper advance notification and coordination shall result in the work being shut down. All costs associated with the stoppage of work shall be borne by the Contractor.

#### **Line and Grade**

The Contractor shall layout the project by providing all stakes and marks needed to establish the lines and grades required for completion of the work specified on the Plans and in these Special Provisions to the satisfaction of the Engineer.

#### **Meetings**

Prior to commencement of any work on the project, a pre-construction conference will be scheduled by the Town and held at the Town’s Engineering Building or hosted via virtual meeting for the purpose of review and discussion of the project schedule and construction procedures. The Contractor’s project manager and/or project superintendent and representatives from all listed subcontractors shall be required to attend the pre-construction conference. The Contractor shall prepare and submit at the pre-construction meeting the proposed project schedule, water pollution control plan, traffic control plan, public notification letter, and other submittals as specified in the Special Conditions.

The Contractor shall also schedule and conduct weekly field meetings at locations to be determined by the Town. The meetings shall be held at the same time and place each week and shall include all subcontractors working on the project and discussions of scheduled work on the project during the week of the meeting. The Contractor shall notify the Engineer of the time, date, and location of these meetings 72 hours in advance of the first meeting. Detailed schedules for the following two weeks shall be submitted to the Engineer at each weekly meeting.

#### **Waste Haulers and Recycling Operations**

The Contractor shall not impair or impede waste hauler and recycling operations scheduled to be conducted within the project area. It is the Contractor’s responsibility to determine which waste hauler and recycling operators are scheduled to operate within the project area, and to develop a project schedule that will not impair or impede the waste hauler or recycling operations.

#### **Project Appearance and Street Sweeping**

The Contractor shall maintain a clean work site. Debris developed during construction shall be disposed concurrently with its generation. Stockpiling of debris or construction materials shall not be allowed unless otherwise approved by the Engineer.

The Town prohibits the use of any public property or public right-of-way locations as construction staging points, unless specifically approved by the Engineer.

#### **Right-of-Way**

The Contractor shall operate within the public right-of-way only.

#### **Work in Private Property**

The Contractor shall secure right-of-entry agreements with each private property owners before any work in private properties. The language for the right-of-entry agreement must be approved by the Town.

#### **Tree Protection**

The Contractor shall comply with the Town Ordinance Chapter 29, Article 1, Division 2, "Tree Protection." The Contractor shall provide protective tree fencing per the Town Ordinance Sec. 29.10.1005, "Protection of trees during construction." The Engineer and Town Arborist shall be notified of any damages that occurs to a protected tree during construction.

#### **Staging/Disposal Areas**

The Contractor shall survey the area for construction staging. Staging areas shall not be located in a residential area.

The following requirements shall apply to the contractor's staging area:

- No stockpiles or staging area will be allowed in the right-of-way or on undeveloped lots unless specifically approved by the Engineer
- The staging area will be included in the Contractor's SWPPP
- The staging area will not be located in an environmentally or culturally sensitive area and/or impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs).
- The staging area will not be located in a regulatory floodway or within the base floodplain (100-year).
- The staging area will not affect access to properties or roadways.

The Contractor shall obtain the approval of the Engineer before staging equipment or storing materials in the public right-of-way or on Town property. In addition, the Contractor shall provide proof of an agreement when using private property for staging, if requested by the Engineer.

All debris shall be hauled off and disposed of the same working day in which the material was generated.

Personal vehicles of the Contractor's employees shall not be parked in the neighborhood or on the traveled way. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic and shall travel in the normal direction of travel.

#### **Dust Control**

The following requirements shall be applicable to this contract in lieu of the requirements of Section 18, "Dust Palliatives," of the Standard Specifications:

- A. The Contractor shall provide an acceptable plan for preventing the generation of dust due to the Contractor's operations in the construction zones, along the haul routes, or equipment parking areas.

This plan may consist of water sprinkling sweepers or an equivalent service. No separate payment will be made for dust control and all costs in connection therewith shall be included in the payment items to which the work is incidental.

B. In the event the control of dust is not satisfactory to the Owner, the Owner shall take such measures as may be necessary to ensure satisfactory dust control and deduct the cost of such measures from any payments due to the Contractor.

#### **Water for Construction**

The costs of water as required for the construction and post-construction on this project, including dust control, shall be considered as included in the costs of items bid for applicable item of work and no separate payment will be made therefor. The Contractor shall conform to the requirements of the water company from which water is purchased. In no case shall the Contractor violate the Town's water conservation ordinance.

#### **Sanitation**

The Contractor shall provide for sanitary facilities for the use of the workers on the job. Such facilities shall be placed and maintained by the Contractor so as not to be a nuisance to the neighbors, nor offensive to the senses nor the community standards of decency. The Engineer shall be the sole judge of the adequacy of the facility, the placement, and the maintenance thereof. Upon notification by the Engineer of deficiencies in any of these areas, the Contractor shall make immediate corrections. Failure to take corrective action within 24 hours shall give the Engineer due cause to stop the work in the contract and to order the corrective work to be done on the sanitary facility and to charge all costs of such work against the monies due or to become due to the Contractor.

#### **Water Pollution Control**

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions, with the exception of payment. Payment shall be covered under "Measurement and Payment" under these Special Provisions.

The Contractor shall be responsible for ensuring that all work conforms to the "Best Management Practices for the Construction Industry" found in the Storm Water Pollution Prevention Plan (SWPPP), the "Blueprint for a Clean Bay" handout found in **Attachment D**, and the Town Code found in **Attachment E**.

The Contractor shall comply with the requirements of the State Water Resource Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction and Land Disturbance Activities.

The Contractor shall not violate any discharge prohibition contained in the California Regional Water Quality Control Board San Francisco Bay Basin Water Quality Control Plan ("Basin Plan").

#### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and "General Construction Requirements" of the Special Provisions, shall be deemed included in the price paid for other contract items and no additional compensation shall be allowed therefore.

## 6.2. Traffic Control Requirements

### **General**

Traffic control shall conform to the provisions of Section 12 "Temporary Traffic Control" of the Standard Specifications, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (CA MUTCD) with latest revisions, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

The traffic control plan shall be prepared in compliance with the Caltrans Standard Plans and/or CA MUTCD and shall be prepared by a certified traffic engineer or a qualified traffic control professional. The Contractor shall submit a scaled drawing with detailed information, such as lanes to be closed or narrowed, time and days of operation, transitions, cones and barricades, signs, arrow boards, pedestrian and bicycle provisions, etc. The traffic control plan should show length of transitions, cone spacing, sign spacing, etc. based on the posted speed limits or the posted construction zone speed limits. The traffic control plan shall also include a provision for the Contractor to contact and coordinate with the Valley Transportation Authority (VTA) if a bus stop is affected.

The Contractor shall maintain a safe workplace throughout the job including, but not limited to, providing all flaggers, safety equipment, flashing arrow boards, changeable message signs (minimum of two), traffic control devices; maintenance of barricades, safe pedestrian passages along sidewalks, maintenance of handicap access throughout the project site where applicable and maintenance of pavement within the limits of the roadway and driveways with a suitable traffic bearing surface.

The Contractor shall provide and maintain all necessary traffic control devices to ensure safe pedestrian and vehicular access through and around the job site. Warning signs shall be installed at locations in accordance with the CA MUTCD, Part 6, "Temporary Traffic Control." The Contractor shall fulfill the requirements of this section, 24 hours per day, seven days a week, including holidays, from the time the Notice to Proceed is issued until the project is formally accepted.

Should the Contractor fail to perform these duties, the Engineer, at the Engineer's sole discretion, may elect to have City, or contract forces, perform the duties, deducting the expenses incurred from any moneys that are due, or to become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibility to perform these duties.

The Contractor shall provide a minimum of two competent and qualified flaggers dedicated solely to directing traffic if traffic lanes have been reduced to only one lane for two-way traffic, in and out of driveways and cross-streets and/or across the construction area as deemed to ensure safe traffic control during construction operations. Flaggers shall be equipped with all necessary tools to properly control the traffic.

### **Traffic Control/Management Plan**

A traffic control plan shall be submitted by the Contractor to the Engineer a minimum of five (5) working days prior to any work commencing on the project. The traffic control plan shall be reviewed and accepted by the Engineer prior to any work commencing on the project. All traffic plans shall be prepared in accordance with the CA MUTCD, Part 6, "Temporary Traffic Control," Section 12, "Temporary Traffic Control," of the Standard Specifications, and these Special Provisions.

### **No Parking Signs**

Prior to the start of work which requires parking restriction, the Contractor shall request approval to post and maintain temporary "No Parking" signs on each street where the operations will take place. It shall be the Contractor's responsibility to post "No Parking" signs in the areas where the Contractor's work will require restricted parking. The Town will provide signs for the Contractor's use. To be enforceable, the signs must be posted not less than 72 hours prior to the start of the work at a maximum spacing of 60 feet. The signs must clearly show the date(s) and hours of the parking prohibition, as well as the date and time the signs were posted, and the project name and contractor's phone number. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work will be rescheduled with at least five (5) working days advance notice. The Contractor shall perform all re-posting of "No Parking" signs and re-notification of businesses, tenants, and residents as a result of his failure to meet the posted schedule. Any delays caused by failure of the Contractor to adhere to the approved schedule will be at the Contractor's sole expense. No additional compensation will be allowed for costs resulting from said delays.

The Contractor shall remove the "No Parking" signs immediately when they are no longer needed for use in the respective area of the project. The Contractor shall notify the Los Gatos/Monte Sereno Police Department directly after posting and immediately upon removal of the said signs at (408) 354-8600.

During the morning of each scheduled workday, the Contractor shall be responsible for calling the Los Gatos/Monte Sereno Police Department Police Dispatch to tow cars, if necessary, as approved by the Engineer. The Contractor shall have available for the police responding to the call photo documentation of the "No Parking" signs being posted if the signs were removed or vandalized the previous night.

### **Detours, Temporary Striping, and Barriers**

Any approved detours or barriers, signing and striping necessary to complete the construction of the project shall be provided, installed, maintained, and removed by the Contractor at his expense. Temporary striping shall be self-sticking traffic marking tape, vinyl or otherwise, developed for such use, and shall be used for temporary striping as required, unless shown otherwise on the plans or specified in the special provisions. No painted temporary striping or markings will be allowed unless the temporary markings will be entirely covered by the permanent markings.

Notify the Los Gatos/Monte Sereno Police Department daily at (408) 354-8600 of street or lane closures or detours within the roadway prior to setting up and upon removal of traffic control devices.

### **Additional Construction Area Signs and Controls**

In addition to the requirements of the CA MUTCD, the following traffic controls will be required as specified by the Engineer. These additional requirements in no way relieve the Contractor from his obligation to comply with the standards set forth in that manual.

- "Road Work Ahead" (Type C-23(CA)) signs shall be posted in advance of the first major cross street before the start of the work zone to allow traffic to avoid the work zone prior to entering the zone. The signs shall also be posted at the approaches to the project site.
- "End Road Work" (Type G20-2) signs shall be placed at all public road exits from the project site.
- The Contractor shall provide, install and maintain a minimum of four (4) lighted barricades for each individual construction site for concrete improvements (i.e. for curb and gutter removal & replacement and for accessibility ramp installation).

- Changeable message signs will be used starting one (1) week prior to construction beginning and will be maintained in place until construction impacts to the public no longer exist as determined by the Engineer.
- “Bikes May Use Full Lane” (R4-11)–modified for temporary construction sign

The Contractor shall be responsible for locating existing poles on which to mount these signs or shall provide temporary stands or poles on which to place the required signs. The Engineer shall approve the method of attachment to existing poles prior to sign installation. No sign shall be mounted on decorative street light poles unless the Contractor can clearly show that the mounting method will not damage the finish on the poles.

Upon completion of the work, the signs and posts shall be removed and disposed of outside the public right of way in conformance with the provisions in the Standard Specifications.

#### **Maintenance of Pedestrian Access and Circulation**

Safe pedestrian access and circulation that is fully wheelchair accessible shall be maintained by the Contractor through or around the project area. All walkways, pedestrian crossings, ramps and other pedestrian facilities removed or blocked by the Contractor’s operations shall be replaced with temporary facilities unless otherwise approved by the Engineer.

Pedestrian access at each individual project site may be diverted for a maximum of five (5) calendar days with approved traffic control plan. Drop off from existing improvements to excavated areas shall be temporarily ramped. Ramps shall be maintained at 12:1 or flatter with compacted sub-grade or base rock material until final improvements are installed.

#### **Lane Closures**

Requests for lane closures shall be made a minimum of five working days prior to the proposed closure. Once the lane closure has been approved by the Town, the Contractor shall post a minimum of five (5) working days in advance of the proposed lane closure a changeable message sign at the limits of each closure or as specified by the Engineer. These changeable message signs shall also be used on the day of the actual closure. The changeable message signs shall indicate the days and hours of the proposed lane closure and the type of work being done during that lane closure.

Flashing arrow signs shall be used for all lane closures. The Contractor shall check with the Engineer to confirm any lane closure restrictions that may be in effect before closing any lanes.

The Contractor shall leave the streets open to traffic until just prior to starting the work, and will provide all barricades, signs and traffic control measures necessary to protect the work.

No work that interferes with public traffic shall be performed outside of the working hours, except as otherwise approved by the Engineer. All traffic lanes shall be open to traffic outside of the working hours.

A minimum of one paved, or surfaced traffic lanes and one paved bicycle lane, not less than fifteen (15) feet wide (10 foot wide for the traveled vehicle lane and 5 feet wide for the bicycle lane), shall be open for use by public traffic in each direction of travel. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

In addition, the full width of the traveled way on each street shall be open for public use on Saturdays and Sundays (except for those streets approved by the Engineer for weekend work), on designated legal holidays, and when construction operations are not actively in progress. Designated legal holidays are: January 1, the third Monday in January, the third Monday in February, June 19, the last Monday in May, July 4, the first Monday in September, the fourth Thursday of November, and December 25. When a designated holiday falls on a Saturday, the preceding Friday shall be treated as a legal holiday. When a designated holiday falls on a Sunday, the following Monday shall be treated as a legal holiday.

Deviations from the requirements of this section concerning hours of work, which do not change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, the general public will be better served and the work expedited. Such deviations shall not be implemented until the Engineer has provided the Contractor with written approval to do so. All other modifications will be made by contract change order.

The Contractor shall pay the Town liquidated damages in the amount of \$1,000 per hour (or part of an hour) for traffic control that is set-up before the designated and approved hours of work. Liquidated damages for failure to open streets by the required time shall be \$1,000.00 per hour.

#### **Traffic Control System for Lane Closure**

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on Caltrans Standard Plans T10, T10A, T11, T11A, T12, T13, T13A, and T13B as shown in Attachment B, the provisions of Section 12, "Temporary Traffic Control," of the 2024 Standard Specifications, and these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions of Section 7-1.04, "Public Safety," of the 2024 Standard Specifications.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane roads shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

If any component of the traffic control system is displaced, or ceases to operate or function as specified from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component, and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavations adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer.

#### **Temporary Pavement Delineation**

Temporary pavement delineation shall comply with these Special Provisions and with Section 12-3,



“Temporary Traffic Control Devices,” of the 2024 Standard Specifications, CA MUTCD, and these Special Provisions.

#### **Property Access Requirements**

The Contractor shall maintain property access to all residents and businesses at all times unless otherwise approved by the Engineer. Upon approval by the Engineer, access to certain properties may be temporarily closed if all of the following conditions can be met:

- a. No options exist to maintain property access and complete the project.
- b. The Contractor has discussed the closure with the resident or business owner in person.
- c. Residents or business owners has been notified, in writing, at least five (5) calendar days in advance of the time and length of closure
- d. Resident or business owners have been reminded of the closure, in writing, at least two (2) working days prior to the actual closure.
- e. The Contractor has provided the resident or business with a contractor name and number to call with questions regarding the closure.
- f. Closure will last no longer than three (3) working days

#### **Signalized Intersections**

The Contractor shall be responsible for contacting and coordinating with the Town’s signal maintenance contractor for any work at signalized intersections. No additional working days will be given due to the Contractor for not scheduling the work with the Town’s signal maintenance contractor prior to the start of work.

#### **Measurement and Payment**

Full compensation for preparing traffic control plans, temporary pavement delineation plans, providing construction signs, changeable message signs and detour signs, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in compliance with the Plans, Specifications, and “Traffic Control Requirements,” of the Special Provisions shall be included and paid for in the appropriate bid item price.

Bid Item #1: Traffic Control (L.S.)

The basis for payment for Bid Item: Traffic Control will be based on the percentage of job completed in each progress payment.

## 7. Special Conditions

**Pre-Construction Conference.** Town will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between Town and Contractor will be discussed, and Contractor must present Town with the following information or documents at the meeting for Town's review and acceptance before the Work commences:

1. Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
2. List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
3. Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
4. Water pollution control plan;
5. If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
6. Draft baseline schedule for the Work as required under Section 5.2 of the General Conditions, to be finalized within ten days after Town issues the Notice to Proceed;
7. 2 week public notification letter;
8. 2 day (48 hour) notice letter;
9. Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
10. Schedule with list of Project submittals that require Town review, and list of the proposed material suppliers;
11. Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
12. Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
13. Any other documents specified in the Special Conditions or Notice of Potential Award.

**Close Out Requirements.** Contractor's close out requirements include the following, if applicable:

1. Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.
2. Contractor must replace any survey monuments that are damaged or removed during the Work, with a Record of Survey filed by a licensed land surveyor as required by California law.
3. Before removing any traffic control or street signs on the Project site, Contractor must take photographs showing their original locations. Upon completion of each phase of construction, Contractor must temporarily reset the signs at those locations. Contractor must then replace the signs permanently upon completion of the Work and the cost of their removal and replacement must be included in the Bid Proposal.
4. Contractor must maintain any rural mail boxes on the Project site and relocate them to their permanent locations as soon as possible in the course of the Work, to the satisfaction of the affected property owners and the postal service.

END OF SPECIAL CONDITIONS

## 8. Technical Specifications

### 8.1. Concrete Improvements

#### General

The work described herein this section shall comply with Section 73, "Concrete Curbs and Sidewalks," and Section 90 "Concrete," of the Standard Specifications, the Plans, and these Special Provisions. New improvements shall be constructed in accordance with the detail sheets found in **Attachment B**.

The work includes, but is not limited to the following: the removal and disposal of existing concrete sidewalk, curb, gutter, driveway, and adjacent asphalt pavement and base material; root trimming and pruning; the installation of Class 2 aggregate base; grading; compacting; installation of dowels; installation of rebar; installation and finishing of concrete sidewalk, curb, gutter, and driveway approach improvements; and the installation of the adjacent asphalt pavement restoration next to the adjacent curb, gutter, driveway approach, and curb ramp locations.

The installation of curb ramps shall include the installation of adjacent monolithic curb and gutter, necessary retaining curbs, and other replacement concrete improvements including but not limited to sidewalk and curb and gutter to the nearest joint or up to 10 feet on either side of the ramp to conform to the ramp, curb and gutter, rolled curb and gutter transitions, etc., abutting new curb ramps leading to the next score mark, and the installation of the detectable warning surface. The installation of the driveway approach shall include all necessary concrete improvements, including the curb, gutter, and sidewalk, located within the driveway approach limits.

The curb and gutter portion located within the limits shall be included in the price of driveway approach or curb ramp item.

Concrete for curb and gutter and sidewalks shall meet a minimum compressive strength of 3,000 psi at seven (7) days. Concrete for driveways and the portion of curb and gutter adjacent to the driveway shall have a minimum compressive strength of 4,000 psi at three (3) days (high-early strength).

New improvements shall be constructed within the footprint of the existing improvement unless otherwise directed by the Engineer.

Painted curbs removed and replaced by the Contractor shall be repainted at the Contractor's expense.

Curbs and gutters, sidewalks, and curb ramps shall be constructed to the Town's standards including specified Class 2 aggregate base compacted to 95%.

The limits of removal/replacement and new curb ramp, sidewalk, and curb and gutter installation are found in the Plans found in **Attachment A**. All facilities shall meet current ADA requirements. The curb ramp pay item shall include all the sidewalk and curb and gutter removal, subgrade and base, installation of new sidewalk, curb and gutter, and curb ramp, including detectable warning surface, within the limit of the new curb ramp as shown in the Plans, unless otherwise indicated, and shall be included in the cost per each curb ramp installation and no additional compensation shall be allowed therefore.

Sidewalk, ramp, and curb and gutter removal and replacement shall be marked in the field by the Engineer and shall be confirmed by the Contractor prior to its removal and replacement.

Layout for the curb ramps shall be marked in the field by the Contractor and shall be reviewed by the Engineer prior to its removal and replacement.

The Contractor shall give the Engineer a minimum of one week's notice prior to actual removal and replacement of any concrete improvements. The limits of all removal and replacement shall be from score mark to score mark unless otherwise approved by the Engineer.

Replacement of concrete sidewalk and curb and gutter that is removed to the score mark from the edges of the curb ramp and/or driveway shall be considered as part of the new curb ramp and/or driveway installation and therefore shall be paid for under the associated curb ramp and/or driveway bid items as specified in these Special Provisions.

The subgrade for sidewalks, driveways, aprons, curb ramps, and similar structures below the aggregate shall be compacted to a relative compaction of 95 percent for a depth of 0.5 foot. The subgrade for curb and gutter below the aggregate shall be compacted to a relative compaction of 95 percent for a depth of 0.75 foot. Subgrade prep for concrete improvements shall be paid for under the appropriate bid items for concrete improvements.

Aggregate base for sidewalk, curb and gutter, and curb ramps shall be Class 2, 3/4" maximum and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications, the Plans, and these Special Provisions. Existing aggregate base shall be removed from the construction area and shall not be used as backfill material. The cost for aggregate base shall be included in the pay items for sidewalk, curb and gutter, and curb ramp and no additional compensation will be allowed therefore.

New improvements shall not be placed until forms and compaction requirements are inspected and approved by the Engineer. If new concrete improvements are not to the Town's standards and existing conforms are damaged due to new concrete installation, the Contractor shall repair, remove, or replace the deficiency at the Contractor's sole expense.

Portland Cement Concrete shall contain 1 lb. (min.) lamp black per cubic yard. The Contractor shall supply the Town a certificate of compliance that the concrete used on the project meets the required Standard Specifications. Driveways and adjacent improvements shall meet ADA requirements.

At locations where the sidewalk, curb and gutter, and curb ramps connect with existing improvements, steel dowels shall be installed. Dowels shall be 12" long, #4, grade 60, steel reinforcing bars or as indicated on the Plans. Dowels shall be firmly epoxied into existing improvement with a six-inch (6") embedment. Dowels shall be installed prior to placing new sidewalk, curb and gutter, and curb ramp.

Epoxy shall be Type II and conform to Section 95-1.02D, "Epoxy Adhesive for Bonding Freshly Mixed Concrete to Hardened Concrete," of the Standard Specifications. A certificate of compliance is required for the epoxy.

Curb and gutter which are a part of the driveway approach and/or curb ramp shall be constructed monolithically with a straight grade between existing improvements to remain.

Where rolled curb exists, curb ramp installation shall contain curb transitions not less than 10 feet long at both ends of the ramp.

Curb and gutter to be replaced shall be constructed with a straight grade between existing improvements to remain. Flowlines for the curb and gutter and for curb and gutter attached to a curb ramp shall be verified and flow tested by the Contractor in the presence of the Engineer and shall be free from ponding prior to acceptance of the improvements. The Contractor shall replace new concrete improvements if the said improvements do not conform to the designed flowline.

New curb ramps shall be constructed to match the existing grade of the existing improvements that are to remain and shall be in compliance with the details found in the Plans and these Special Provisions.

New concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed therefore.

#### **Materials Testing and Inspections**

The Contractor shall coordinate with the Town to schedule materials testing and inspections for soil compaction, concrete placement, and for other operations as instructed by the Engineer. The Contractor shall notify the Engineer, at minimum 72 hours in advance, of when compaction testing and concrete sampling for concrete pours are to be scheduled. Materials testing may occur daily during the duration of the project.

#### **Detectable Warning Surface**

The Contractor shall install detectable warning surfaces on all new curb ramps or onto existing curb ramps as indicated on the Plans. The color of the detectable warning surface shall match yellow color no. 33538 of AMS -STD-595. The minimum detectable warning surface shall be 4 feet wide by 3 feet deep or as specified in the Standard Plans. Installation of the detectable warning surface on new ramps or passageways shall be included in the appropriate bid item and no additional compensation shall be allowed therefor.

For existing curb ramps, the detectable warning surface shall be cast-in-place and shall not be surface applied. The Contractor may be required to remove the concrete surface beyond the required detectable warning surface depth to conform to the landing. The limits of removal shall be field verified with the Engineer prior to sawcutting and shall be included in the appropriate bid item price and no additional compensation shall be allowed therefor.

#### **Hot Mix Asphalt Pavement Restoration**

The hot mix asphalt pavement restoration adjacent to the curb ramp and curb and gutter installations will be a minimum of 24-inches wide on all sides where the adjacent concrete is replaced. The Contractor shall remove a minimum depth of 8 inches or to the top of the native soil, whichever is greater. The replaced hot mix asphalt will be 4 inches thick, on top of a minimum of 4 inches of class II, aggregate base, compacted to a relative compaction of 95% per the Town Standard Drawings. Compaction shall be achieved using a vibratory plate compactor. The paving asphalt shall be PG 64-10. A tack coat of undiluted SS1h emulsified asphalt shall be placed on all exposed HMA and concrete surfaces prior to the placement of the new asphalt section.

The Contractor may elect to perform a 12-inch wide asphalt restoration that will be filled with 6 inches of a 2-sack sand/cement slurry and 2-inches of ½-inch, Type A hot mix asphalt. The Contractor may not place the new hot mix asphalt until the slurry cures and is approved by the Engineer to proceed with the final 2-inch asphalt lift.

The final, top layer of hot mix asphalt adjacent to the curb and gutter shall be ½-inch HMA, Type A, compacted to a relative compaction of 95%, and placed in two, 2-inch lifts. The Contractor is required to use a twin drum, 2.5-ton vibratory roller for compaction of the final lift of hot mix asphalt.

The hot mix asphalt pavement restoration for curb ramps and curb and gutter shall be paid for under the associated bid items and shall comply with these Special Provisions. The area of any pavement restoration work will not be measured as part of the pay items.

The Contractor shall ensure that connections to existing or previously laid surfacing shall conform to the requirements of surface smoothness under the Standard Specifications or the Contractor shall correct all these deficiencies to the satisfaction of the Engineer. The Engineer's decision whether the Contractor has met the requirements of surface smoothness shall be final.

### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in compliance with the Plans, Specifications, and "Concrete Improvements" of the Technical Specifications, including but not limited to rebar, base rock, and hot mix asphalt, shall be included and paid for in the appropriate bid item price.

Bid Item # 4: Remove and Replace Curb and Gutter (L.F.)

Bid Item #5: Remove and Replace Rolled Curb (L.F.)

Bid Item #6: Remove and Replace Sidewalk (S.F.)

Bid Item #7: Remove and Replace Hardscape (Revocable) (S.F.)

Bid Item #8: Remove and Replace Commercial Concrete Driveway (S.F.)

Bid Item #9: Install New Curb Ramp-Case B (Ea.)

Bid Item #10: Install New Curb Ramp-Case C (Ea.)

Bid Item #11: Install New Curb Ramp-Case F (Ea.)

## **8.2. Signage**

### **General**

Work shall conform to Section 56, "Overhead Sign Structures, Standards, and Poles," and Section 82, "Signs and Markers," of the Standard Specifications, the Plans, the CA MUTCD, and these Special Provisions except as noted herein.

The Contractor shall inventory existing sign locations prior to removal. Signs to be salvaged shall be removed, cleaned, and stored by the Contractor unless another location is specified. For locations where the Contractor is to remove and/or relocate existing signposts as shown on the Plans, the Contractor

shall also remove the existing foundation and/or footing. Voids created by the removal shall be backfilled with cement slurry (2-sack mix) where concrete pavement is to be installed. Voids created by the removal of the signposts not in the concrete pavement area shall be backfilled with soil and compacted to at least 90% relative compaction or as specified by the Engineer.

The street signs that are obstructing the construction work shall be removed and signs shall be installed by the Contractor. New signs shall be placed on a new signpost. Prior to installation, the Engineer shall approve the location of the signs. The Contractor shall call Underground Service Alert (USA) at 1-800-227-2600 prior to digging for the sign pole installation. The Contractor shall neatly core the existing sidewalk, concrete pavement, etc. and shall install the signposts per the Town Standard Plans. The Contractor shall provide all fasteners required to install all signs as indicated on the Plans and as directed by the Engineer.

The Contractor, at the Contractor's sole expense, shall repair materials to be salvaged that are damaged as a result of the Contractor's operations or install a new sign per the Town of Los Gatos Standard Plans to the satisfaction of the Engineer.

#### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in compliance with the Plans, Specifications, and "Signage," of the Technical Specifications, shall be included and paid for in the appropriate bid item price.

Bid Item #13: Remove and Install New Sign and Post (Revocable) (Ea.)

### **8.3. Existing Facilities**

#### **General**

Existing Facilities shall conform to Section 15, "Existing Facilities," of the Standard Specifications, the Plans, and these Special Provisions.

#### **Protect Existing Facilities to Remain**

The Contractor shall work around and protect all existing improvements to remain, including but not limited to existing utilities, monumentation, bench marks, storm drainage facilities, utility vaults, traffic detector loops, home runs and handholes, concrete and hot mix asphalt pavement, pavement markings, landscaping, irrigation facilities, and appurtenances that are within or adjacent to the construction areas.

The Contractor shall notify Underground Service Alert (USA) prior to beginning any work. Notification shall be in full compliance with USA. At the conclusion of the project, the Contractor must remove all USA markings from all paved and concrete surfaces throughout the job site without damaging said surfaces. The method of removing the USA markings is at the Contractor's discretion.

Existing utility lines are not shown on plans. The Contractor is responsible for locating and field verifying the locations of all existing utilities prior to all construction activities and protecting all facilities during construction. The Contractor shall protect existing electroliers when placing construction signs.



The Contractor shall immediately repair or remove and replace any item damaged or injured by his operations at his sole expense and to the satisfaction of the Engineer. The Contractor shall immediately notify the appropriate owner of the improvement or facility and the Engineer of any damage as a result of his operations to existing improvements or facilities. If the improvement belongs to a private residence and the property owner or occupant is not at home, such notification shall be attached to the front door of the property. All underground facilities that are damaged by the Contractor during construction shall be restored by the Contractor within two (2) hours after the damage is done.

All existing improvements, including but not limited to, irrigation systems, brick work, stone work, fences, mailboxes, turf and landscaping, on public right-of-way which are obstacles to forming operations may be removed as necessary for this type of work. The Contractor shall notify the adjacent property owner and the Engineer prior to removal of any existing improvements. After removing the forms, all the existing improvements shall be restored to their original condition at no additional cost to the Town. If the Contractor fails to comply in providing the necessary restoration work as defined, the Engineer may elect to have the Town or other contract forces perform all these duties, deducting all the expenses incurred from any moneys that are due, or to become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibilities to perform these duties.

#### **Adjust Facilities to Grade**

All existing manholes, traffic signal boxes, handholes, utility covers, utility frames, utility boxes, water meter boxes, sewer cleanouts, cable boxes, vault covers, and monuments within the project limit of work area shall be adjusted to grade in accordance with Section 15, "Existing Facilities," of the Standard Specifications, the Plans, and these Special Provisions. Where existing facilities to be adjusted are located in traffic areas, said facilities shall be modified to handle traffic loads and retrofitted with traffic covers. Exact locations of survey monuments, etc. shall be field verified by the Contractor at the start of construction and field verified by the Engineer prior to the start of work.

The Town shall be notified seven (7) working days prior to adjusting any facilities to grade. All work shall be done without any interruption to services provided by the facility.

Frames and covers shall be removed, transported, and stored without damage. Any items damaged shall be replaced at the Contractor's expense. Pre-existing damage must be brought to the Engineer's attention prior to commencement of any work. All facilities shall be adjusted to grade within fourteen (14) working days after the final hot mix asphalt overlay has been placed on each street. The covers shall be raised by excavating the frame and cover in a neat concentric circle with a diameter not greater than necessary to loosen and adjust the frame with the cover and the concrete collar.

At the direction of the Engineer, the Contractor shall use quick set concrete for all collars. Class A concrete mix (590 pounds cement per cubic yard concrete) shall be used to fill the void to an elevation 1" to 1.5" below finish grade. After three (3) days of concrete set, a tack coat of undiluted SS1h asphalt emulsion shall be applied to all concrete and vertical surfaces. The hot mix asphalt (HMA) surface course to be applied shall be 1/2", Type A, compacted to a minimum of 95 percent. Asphalt binder shall be PG 64-10. Any facilities that are adjusted to grade, but are not to the satisfaction of the Engineer, shall be removed and re-adjusted within four (4) working days of being notified to do so by the Engineer. All required hot mix asphalt, tack coat and concrete required for raising facilities to grade shall be paid for under this contract item.

Monument boxes in work areas shall be raised or adjusted to the new grade without disturbing the existing monument, or the Contractor shall be responsible for obtaining services of a registered Surveyor to tie out the existing monument, remark, and reset the monument following the raising of the box. The Contractor shall be responsible for filing the appropriate Corner Records as necessary for relocation of the monument and shall provide a copy of all recorded documentation to the Town prior to project acceptance.

New monument boxes, including frames and covers shall be installed to grade around those monuments that do not have existing boxes. Any new monument boxes, frames, and covers needed shall be provided by the Town. All covers shall be stable under traffic.

The Contractor shall clean all concrete, HMA debris, and tack oil off of utility covers caused by the Contractor's operation.

### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and "Existing Facilities," of the Special Provisions, shall be included and paid for in the appropriate bid item price.

Bid Item #2: Adjust Utility to Grade (Revocable) (Ea.)

Bid Item #12: Adjust Inlet to Grade (Ea.)

## **8.4. Clearing and Grubbing**

### **General**

Clearing, grubbing and removal of obstructions shall conform to Section 17.2, "Clearing and Grubbing," of the Standard Specifications, the Plans, and these Special Provisions.

The work consists of removal of bushes, plants, and vegetation indicated on the plans; and removal and disposal or relocation/replacement of all other existing obstructions in the way of the improvements indicated on the Plans, Special Provisions, as directed by the Engineer, or as noted by the Contractor during the pre-bid site visit.

All existing improvements designated to be removed and replaced shall be replaced with like materials to match the existing improvements. Improvements designated to be removed and relocated shall not be damaged during the relocation. Those improvements that are damaged during removal and cannot be relocated will be replaced with like materials to match the existing improvements, at no additional cost to the Town.

All existing trees, bushes, vegetation, or other improvements not specifically identified on the Plans to be removed, reinstalled, or replaced to install new improvements shall remain in their original condition and location undisturbed. The Contractor shall protect trees and shrubs to remain and their root systems from damage. The Contractor shall replace any damaged tree, shrub, or other existing improvement intended to remain at no expense to the Town.

The Contractor, at no cost to the property owner or Town, shall replace any irrigation system that is damaged by the Contractor's operation. Replacement or repair shall occur within three (3) calendar days

after damage has occurred. Liquidated damages will be assessed in the amount of \$1,000 for each calendar day that any sprinkler or irrigation system repair work remains incomplete beyond the three (3) days allowed. Any irrigation lines within the area of new improvements shall be relocated or removed and capped at the right of way line as directed by the Engineer.

### **Landscaping Obstruction**

In the event that there are landscaping obstructions such as ivy, lawn, juniper branches, grass, or other encroaching vegetation, the Contractor shall trim or prune such obstruction only to the extent necessary to conduct the installation of improvements in the public right-of-way. Landscaping or other improvements outside the limits of work shall be protected by the Contractor and shall be replaced in kind if the Contractor's operations damage the existing improvements. If the Contractor fails to comply in providing the necessary replacement as defined, the Engineer may elect to have the Town or contract forces perform all these duties deducting all the expenses incurred from any moneys that are due, or to become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibilities to perform these duties.

### **Tree Trimming**

If existing trees or shrubs, including median island plantings and private trees, encroach into the public right-of-way and threaten to obstruct the Contractor's operation, the Contractor shall request permission to trim the existing trees or shrubs from the Town Arborist, at least five (5) working days prior to the date of scheduled tree trimming. All tree and shrub trimming must have prior approval of the Town Arborist and shall be performed by a Contractor possessing a C-27 or a D-49 license. If required, obtain Tree Permits from the Parks and Public Works Department. Tree permit fees shall be waived for the Town project. All costs for tree or shrub trimming and proper disposal shall be paid by the Contractor.

A special notice pertaining to the tree trimming shall be delivered to the adjacent home or business at least two working days before the tree is trimmed. The notice shall be reviewed and approved by the Engineer before delivery.

### **Measurement and Payment**

Full compensation for furnishing all labor, material, tools, equipment and all incidentals for doing all other work involved in compliance with the Plans, Specifications, and "Clearing and Grubbing," the Special Provisions, shall be included and paid for in the appropriate bid item price.

Bid Item #3: Clearing and Grubbing (L.S.)

## **8.5. 8.6 TRAFFIC STRIPES, PAVEMENT MARKINGS, AND MARKERS**

### **General**

Traffic stripes (traffic lines) and pavement markings (legends) shall conform to the following: Provisions of Section 84 of the Standard Specifications, the CA MUTCD, the striping tie out plans as generated by the Contractor and approved by the Engineer under Section 10-1.02D, "Pavement Marker, Thermoplastic Marking and Striping Removal," of the Standard Specifications. Traffic stripes and

marking shall be installed as shown on the approved striping tie-out plans or as directed by the Engineer.

All traffic stripes and pavement markings shall be laid out in the field by the Contractor and reviewed and approved by the Engineer five (5) working days prior to any final installation. Any striping and/or marking installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines have been installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

#### **Paint for Traffic Stripes**

Paint for the traffic stripes, curb painting, and pavement markings shall be Rapid Dry Water Borne paint in accordance with Sections 84, "Markings," of the Standard Specifications and shall be applied in two coats.

Curbs shall be painted at locations shown on the Plans and as directed by the Engineer. Application shall consist of two coats of traffic paint of the appropriate color applied to the face and top of the curb.

Pavement markings shall be installed with stencils belonging to the Contractor that are determined to be identical to the Town's stencils.

The Contractor shall install the first coat of the paint within seven (7) calendar days of the final resurfacing. After fourteen (14) calendar days, the second coat of paint shall be applied after the final resurfacing.

#### **Raised Pavement Markers**

Pavement markers shall conform to Section 81, "Miscellaneous Traffic Control Devices," of the Standard Specifications, the CA MUTCD, and these Special Provisions. All non-reflective pavement markers shall be ceramic. Plastic pavement markers shall not be allowed.

Adhesive shall be hot melt bituminous adhesive conforming Section 81, "Miscellaneous Traffic Control Devices," of the Standard Specifications and these Special Provisions.

Markers shall not be placed on new hot mix asphalt surface until the surface has been open to public traffic for a period of not less than seven days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used. Placement of pavement markers shall be completed within three weeks of application of the new resurfacing of the respective roadway.

All pavement markers in place (outside the limits of the work) shall be protected from damage and shall be clean and undamaged after completion of the project. Any damage to the newly placed or existing markers due to the failure of the Contractor to protect the work, and correction of errors, shall be repaired by the Contractor at no additional cost.

Blue reflective (Caltrans Type BB) fire hydrant pavement markers shall be installed conforming to the provisions of the CA MUTCD Section 3B.11, "Raised Pavement Markers," and Figure 3B-102 (CA).

A certificate of compliance shall be furnished as specified in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for reflective pavement markers. The certificate of compliance shall also certify that the reflective pavement markers conform to the prequalified testing

and approval of Caltrans, division of Traffic Operations, and where manufactured in accordance with the approved quality control program.

### **Thermoplastic Traffic Stripe and Pavement Marking**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with Section 84, "Markings," of the Standard Specifications and these Special Provisions.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in State Specification PTH 02ALKYD or PTH-02SPRAY of the Standard Specifications.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM D6359 99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mc/m<sup>2</sup>/lux. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd/m<sup>2</sup>/lux.

The color for green back symbols shall meet FHWA specifications for "green."

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Payment for crosswalks shall be measured from the edge of curb or edge of gutter, whichever is less, in linear feet, and shall include the ladder striping and no additional compensation shall be allowed therefore.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag luxmarks, stretch marks, and debris. Thermoplastic shall be extruded and placed in one coat and shall be placed five days after the final surfacing. Sprayable thermoplastic is not allowed after the installation of surface treatments (slurry seal, chip seal, rubber chip seal, or microsurfacing). Longitudinal limit lines shall be white and 12 inches in width. All pavement striping and markings shall be white unless otherwise indicated.

### **Application**

Use preheaters with mixers having 360 degree rotation to preheat the thermoplastic material. Apply the thermoplastic in a single uniform layer by extrusion method. Completely coat and fill voids in the pavement surface with the thermoplastic.

### **Extruded Thermoplastic**

Apply extruded thermoplastic at a temperature from 400 to 425°F, unless a different temperature is instructed by the manufacturer. Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.20 lb./ft. of 4-inch wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick. An applied thermoplastic pavement marking must be from 0.100 to 0.150 inch thick. Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb./100 sq. ft.

### **Measurement and Payment**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work in compliance with the Plans, Specifications, and Section 10-10, "Traffic Stripes, Pavement Markings, and Markers," of the Special Provisions shall be measured and paid for in the appropriate bid item listed below:

Bid Item #11: Paint Red Curb (Revocable) (L.F.)



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/06/2025

ITEM NO. 5.

Item: 5

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DATE: May 1, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Adopt a Resolution Approving the Engineer's Report for all Landscape and Lighting Districts for Fiscal Year 2025/26, Adopt Resolutions of Intention to Order the Levy and Collection of Assessments for the Associated Benefit Zones, and set the Date for the Public Hearing Regarding the Levy and Collection of Assessments

**RECOMMENDATION:**

Staff recommends that the Town Council take the following actions:

- a. Adopt a Resolution (Attachment 1) approving the Engineer's Report for all Landscape and Lighting Districts (Attachment 8) for FY 2025/26.
- b. Adopt a Resolution (Attachment 2) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1 - Blackwell Drive Benefit Zone.
- c. Adopt a Resolution (Attachment 3) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1 - Kennedy Meadows Benefit Zone.
- d. Adopt a Resolution (Attachment 4) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1 - Santa Rosa Heights Benefit Zone.
- e. Adopt a Resolution (Attachment 5) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1 - Vasona Heights Benefit Zone.
- f. Adopt a Resolution (Attachment 6) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1 - Hillbrook Drive Benefit Zone.
- g. Adopt a Resolution (Attachment 7) of intention to order the levy and collection of assessments for Landscape and Lighting District No. 2 - Gemini Court Benefit Zone.
- h. Set June 3, 2025, as the date for the public hearing to hear and consider and consider protests for the levy and collection of assessments.

**PREPARED BY:** Meredith Johnston  
Administrative Technician

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

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PAGE 2 OF 4

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: May 1, 2025

FISCAL IMPACT:

There are no direct fiscal impacts on the Town's General Fund as a result of administering the Landscape and Lighting Assessment Districts. All of the costs associated with the Districts are recovered via the assessments levied against the property owners within the Districts. There are no proposed increases in any of the parcel assessments for FY 2025/26 that would require a ballot vote under Proposition 218.

STRATEGIC PRIORITIES:

The Landscape and Lighting Districts pertain to the Town Council's Priority of **Fiscal Stability**. Specifically, property owners are assessed for the specific benefit they derive from open space and public space near their residence, reducing the General Fund burden for these services.

BACKGROUND:

On April 15, 2025, the Town Council adopted Resolution 2025-11 (Attachment 9) directing the preparation of the Engineer's Report for Fiscal Year (FY) 2025/26 for Landscape and Lighting Assessment Districts No. 1 and 2.

DISCUSSION:

In accordance with the adopted Resolution and pursuant to the requirements of the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500), the Engineer's Report (Attachment 8) contains the following information:

1. Plans and specifications for the maintenance of the existing improvements and for proposed new improvements, if any, to be made within the Assessment Districts or within any zones thereof.
2. An estimate of the costs of said proposed new improvements, if any, to be made along with the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith.
3. A diagram showing the exterior boundaries of the Assessment Districts and of any zones within said Districts and the lines and dimensions of each lot or parcel of land within the Districts as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies, each of which lots or parcels of land shall be identified by a distinctive number or letter on the said diagram.
4. A proposed assessment of the total amount of the estimated costs and expenses of the maintenance activities and proposed new improvements, if any, upon the several lots or



SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: May 1, 2025

parcels of land in said Districts in proportion to the estimated particular and distinct benefits to be received by each of such lots or parcels of land, respectively, from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

The recommended actions would maintain the assessments at each of the benefit zones at the current level, with no additions or reductions as these funding levels are appropriate to address regular ongoing maintenance as well as capital maintenance as needed.

The Council may also direct that modifications be made to the Engineer's Report if it so desires.

After Council's consideration and adoption of the Resolutions Approving the FY 2025/26 Preliminary Engineer's Report (Attachment 1), Intentions to Levy and Collect Assessments (Attachments 2 through 7), and setting the date and time for the public hearing for June 3, 2025, Town staff will mail a Notice of Intention to Levy Annual Assessments for FY 2025/26 to all property owners, which will include the public hearing date, time, and location.

Persons wishing to protest the levy and collection of assessments may do so by submitting/ mailing the protest to the Town Clerk, 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk - [Clerk@LosGatosCA.gov](mailto:Clerk@LosGatosCA.gov); or attending the public hearing. Any written protest must be received by the Town Clerk no later than the public hearing of June 17, 2025, as described above.

Protests must identify the grounds for the protest, the person filing the protest, and the property owned by the person filing the protest.

At the conclusion of the public hearing, the Town staff will transmit the assessment amounts to the County Assessor which will appear as a separate item on the property tax bill for each parcel.

#### CONCLUSION:

Staff recommends that the Town Council adopt the attached resolutions to continue the annual process of renewing the Landscape and Lighting Assessment Districts 1 & 2 for FY 2025/26. If the Town Council approves these actions, staff will mail Notices of Intention to Levy Annual Assessments for FY 2025/26 to all property owners within the districts prior to the public hearing in June.

#### ENVIRONMENTAL ASSESSMENT:

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

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: May 1, 2025

Attachments:

1. Resolution Approving Engineer's Report for all Landscape and Lighting Districts for FY 2025/26
2. Resolution of Intention to Order the Levy and Collection of Assessments - Blackwell Drive Benefit Zone
3. Resolution of Intention to Order the Levy and Collection of Assessments – Kennedy Meadows Benefit Zone
4. Resolution of Intention to Order the Levy and Collection of Assessments – Santa Rosa Heights Benefit Zone
5. Resolution of Intention to Order the Levy and Collection of Assessments – Vasona Heights Benefit Zone
6. Resolution of Intention to Order the Levy and Collection of Assessments – Hillbrook Drive Benefit Zone
7. Resolution of Intention to Order the Levy and Collection of Assessments – Gemini Court Benefit Zone
8. Engineer's Report for FY 2025/26
9. Resolution 2025-11 Describing Improvements and Directing the Preparation of Engineers Report for LLD 1 and 2

**RESOLUTION 2025-****RESOLUTION OF INTENTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
APPROVING THE ENGINEER'S REPORT FOR  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS NO. 1 & 2 FOR  
FISCAL YEAR 2025/26 AND GIVING NOTICE OF TIME AND PLACE FOR HEARING ON  
LEVY OF PROPOSED ASSESSMENTS**

**WHEREAS**, pursuant to the Landscaping and Lighting Act of 1972, on the 15<sup>th</sup> day of April 2025, said Council did adopt its Resolution No. 2025-11 "A Resolution Describing Improvements and Directing Preparation of Engineer's Report For Fiscal Year 2025/26 for the Town of Los Gatos Landscape and Lighting Assessment Districts No. 1 & 2," in said Town and did refer the proposed improvements to the Engineer of the Town and did therein direct said Engineer to prepare and file with the Town Clerk of said Town a report, in writing, all as therein more particularly described; and

**WHEREAS**, said Town Engineer prepared and filed with the Town Clerk a report in writing as called for in said Resolution No. 2025-11 and under and pursuant to said Act, which report has been presented to this Council for consideration; and

**WHEREAS**, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof should be modified in any respect.

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

1. That the Town Council declares its intention to levy the assessments described in the Engineer's Report.
2. That the plans and specifications for the existing improvements and the proposed new improvements to be made within the assessment districts or within any zone thereof are described in the Engineer's Report and are preliminarily approved.

3. That the Engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance, and servicing thereof, and of the incidental expenses in connection therewith, are contained in said report and are hereby preliminarily approved.

4. That the diagram showing the exterior boundaries of the assessment districts referred to and described in said Resolution No. 2025-11 and also the boundaries of any zones therein, and the lines and dimensions of each lot or parcel of land within said districts as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report, be, and it hereby is preliminarily approved.

5. That no changes are proposed to the assessments and that the proposed assessments of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in said assessment districts are in proportion to the estimated benefits to be received by such lots or parcels and they are preliminarily approved.

6. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to said Resolution No. 2025-11.

7. That the Town Council will hold a public hearing on June 3, 2025 at 7: 00 p.m. at the Council Chambers at 110 East Main Street for the purpose of levying the proposed assessments.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

## RESOLUTION 2025-

### RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025/26 IN LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1-- BLACKWELL DRIVE BENEFIT ZONE, AND TO SET PUBLIC MEETING AND PUBLIC HEARING TO CONSIDER THE PROPOSED ASSESSMENTS

**WHEREAS,** Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone is generally located in Tract No. 8306, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping and appurtenances in the median island and the streetlights constructed as a part of Tract No. 8306, Blackwell Drive and National Avenue.

**WHEREAS,** on April 15, 2025, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

**WHEREAS,** the Town Council has considered and approved that report; and

**WHEREAS,** no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 2

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2024/25; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

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

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone at a public hearing Tuesday, June 3, 2025, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 3, 2025, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_



**RESOLUTION 2025-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2025/26 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
KENNEDY MEADOWS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone is generally located in Tract No. 8612, as generally shown in Part D hereto and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail and streetlights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

**WHEREAS,** on April 15, 2025 the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

ATTACHMENT 3

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the district; and

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that equal to those levied and collected in Fiscal Year 2024/25; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

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

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1— Kennedy Meadows Benefit Zone at a public hearing Tuesday, June 3, 2025, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 3, 2025, as described above.

3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2025-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2025/26 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
SANTA ROSA HEIGHTS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone is generally located in Tract No. 8400, as generally shown in Part D hereto and generally consists of the following improvements:

Open space and a maintained trail constructed as a  
part of Tract No. 8400, Santa Rosa Drive and  
Shannon Road.

**WHEREAS,** on April 15, 2025, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

**WHEREAS,** the Town Council has considered and approved that report; and

**WHEREAS,** no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 4

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2024/25; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

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

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1-- Santa Rosa Heights Benefit Zone at a public hearing Tuesday, June 3, 2025, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 3, 2025, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2025-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2025/26 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
VASONA HEIGHTS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone is generally located in Tract No. 8280, as generally shown in Part D hereto and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

**WHEREAS**, on April 15, 2025, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 5

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2024/25; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

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

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone at a public hearing Tuesday, June 3, 2025, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 3, 2025, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.



4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2025-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2025/26 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
HILLBROOK BENEFIT ZONE  
AND TO SET PUBLIC HEARING CONSIDERING  
THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone is generally located along Fairmead Lane and Hillbrook Drive, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping, turf, lighting and appurtenances on Assessor's Parcel Number 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

**WHEREAS**, on April 15, 2025, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 6

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2024/25; and

**WHEREAS**, this proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

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

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone at a public hearing Tuesday, June 3, 2025, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 3, 2025, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

**RESOLUTION 2025-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2025/26 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2--  
GEMINI COURT BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS,** Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone is generally located in Tract No. 8439, as generally shown in Part D hereto and generally consists of the following improvements:

Landscaping and appurtenances in the landscape strips and the streetlights constructed as a part of Tract No. 8439, Gemini Court and Blossom Hill Road.

**WHEREAS,** on April 15, 2025, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS,** the Town Engineer has prepared and filed that report; and

**WHEREAS,** the Town Council has considered and approved that report; and

**WHEREAS,** no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 7

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2024/25; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code,

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

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone at a public hearing Tuesday, June 3, 2025, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 3, 2025, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

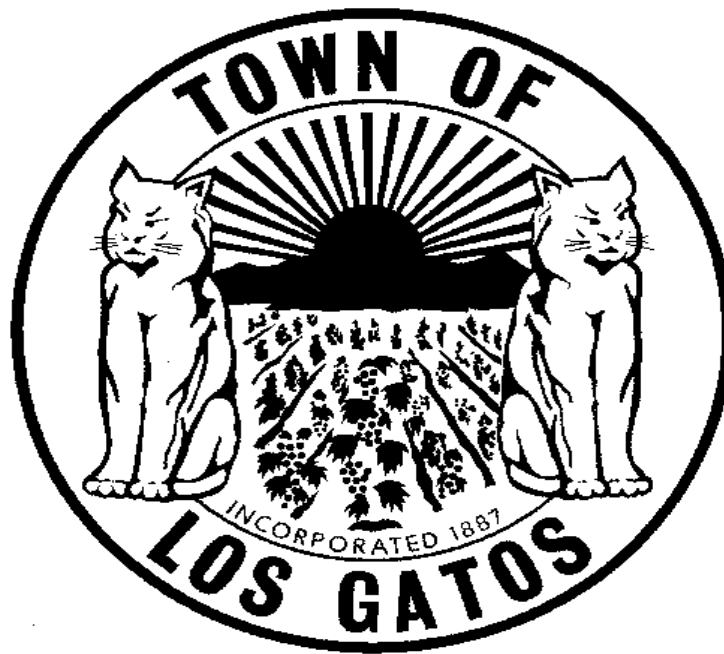
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_



**Landscape and Lighting  
Assessment Districts No. 1 and 2**

**Fiscal Year  
2025/26**

**ENGINEER'S REPORT**

ATTACHMENT 8



# ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND 2

(Pursuant to the Landscape and Lighting Act of 1972)

The Engineer of Work respectfully submits the enclosed report as directed by the Town Council.

*Gary Heap*  
Gary Heap  
Town Engineer

April 18, 2025  
DATE

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Town Clerk, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Town Council of the Town of Los Gatos, California on the 6<sup>th</sup> day of May 2025, by Resolution No. 2025-\_\_\_\_\_

Town Clerk, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with the County Assessor of the County of Santa Clara on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.



**Landscape and Lighting  
Assessment District No. 1**

**BLACKWELL DRIVE  
BENEFIT ZONE**

**Fiscal Year  
2025/26**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2025/26**

ITEM NO. 5.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**BLACKWELL DRIVE BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

Maintaining the landscaping in the median island constructed as a part of Tract No. 8306 and maintaining the streetlights installed along Blackwell Drive and National Avenue as a part of Tract No. 8306.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 18, 2025  
DATE

## **PART A**

ITEM NO. 5.

**FISCAL YEAR 2025/26**

**PLANS, SPECIFICATIONS AND REPORTS**

### **BLACKWELL DRIVE BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated February 16, 1990. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B					
ESTIMATE OF THE COST OF IMPROVEMENTS					
FISCAL YEAR 2024-25					
BLACKWELL DRIVE BENEFIT ZONE					
<b>Fiscal Year 2023-24 Resources</b>					
		Fund Balance 6/30/23		\$	14,155
		Assessment			3,192
		Delinquent Assessment			0
		Penalties/Late Fees			0
		Interest			499
		<b>Total Resources Available for FY 2023-24</b>		<b>\$</b>	<b>17,845</b>
<b>Fiscal Year 2023-24 Expenses</b>					
		Santa Clara County Collection Fee		\$	32
		Publication & Notification Charges			326
		Light Pole Maintenance			0
		Electric Utility			0
		San Jose Water			671
		Landscape Contractor			1,310
		Town Administrative Charges			460
		<b>Total Expenses for FY 2023-24</b>		<b>\$</b>	<b>2,799</b>
		<b>Ending Fund Balance for FY 2023-24</b>		<b>\$</b>	<b>15,046</b>
<b>Fiscal Year 2024-25 Estimated Resources</b>					
		Fund Balance 6/30/23		\$	15,046
		Assessment			3,160
		Interest			50
		<b>Total Estimated Resources Available for FY 2024-25</b>		<b>\$</b>	<b>18,256</b>
<b>Fiscal Year 2024-25 Estimated Expenses</b>					
		Santa Clara County Collection Fee		\$	32
		Publication & Notification Charges			515
		Tree Services			0
		Weed Abatement			0
		Light Pole Maintenance			0
		Electric Utility			0
		San Jose Water			910
		Landscape Contractor			1,155
		District Capital Improvement			0
		Town Administrative Charges			460
		<b>Total Estimated Expenses for FY 2024-25</b>		<b>\$</b>	<b>3,072</b>
		<b>Estimated Ending Fund Balance for FY 2024-25</b>		<b>\$</b>	<b>15,184</b>

**PART C****ASSESSMENT ROLL  
FISCAL YEAR 2025/26****BLACKWELL DRIVE BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$632	424-12-123
Lot 2	\$632	424-12-124
Lot 3	\$632	424-12-125
Lot 4	\$632	424-12-126
Lot 5	\$632	424-12-127
<b>Total Assessment:</b>	<b>\$3,160</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

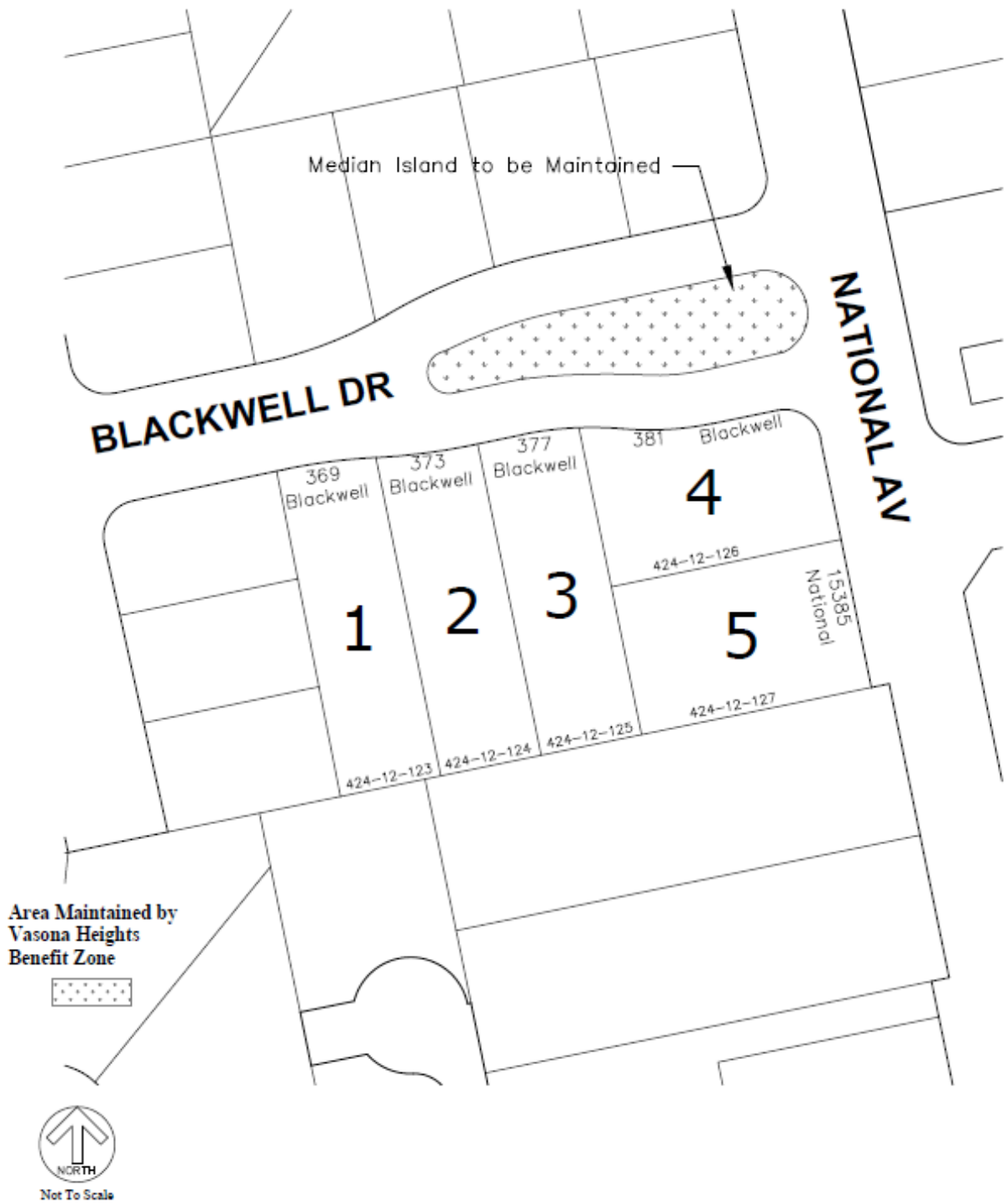
The total amount of the assessment was apportioned equally to all the lots within the Blackwell Drive Benefit Zone of Landscape and Lighting Assessment District No. 1.

## BLACKWELL DRIVE BENEFIT ZONE

### PROPERTY OWNERS LIST

APN
42412123
42412124
42412125
42412126
42412127

**PART "D"**  
**Assessment Diagram**



**Blackwell Drive Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**





**Landscape and Lighting  
Assessment District No. 1**

**KENNEDY MEADOWS  
BENEFIT ZONE**

**Fiscal Year  
2025/26**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2025/26**

ITEM NO. 5.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**KENNEDY MEADOWS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail, and streetlights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements and the report by H. T. Harvey Associates are filed in the Clerk Department. Although separately bound, the plans, specifications and H.T. Harvey report are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements, including interest on the funds advanced to the benefit zone by the Town.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 18, 2025  
DATE

**PART A****FISCAL YEAR 2025/26****PLANS, SPECIFICATIONS AND REPORTS****KENNEDY MEADOWS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack and Associates, Civil Engineers, dated September 21, 1994, their job number 90-263C, pages 1 - 11. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

The wetlands mitigation and monitoring plan was prepared by H.T. Harvey & Associates, Ecological Consultants, dated November 11, 1994, their file number 733-04, 11 pages. A revised wetlands mitigation plan is contained in a letter to the U.S. Army Corp of Engineers and California Regional Water Quality Control Board dated August 30, 1995 and as-built plans in a letter dated February 21, 1995. The original report and letters have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in this Report by reference.



**PART C****ASSESSMENT ROLL  
FISCAL YEAR 2025/26****KENNEDY MEADOWS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$685.00	532-18-050
Lot 2	\$685.00	532-18-049
Lot 3	\$685.00	532-18-048
Lot 4	\$685.00	532-18-047
Lot 5	\$685.00	532-18-052
Lot 6	\$685.00	532-18-063
Lot 7	\$685.00	532-18-062
Lot 8	\$685.00	532-18-061
Lot 9	\$685.00	532-18-060
Lot 10	\$685.00	532-18-059
Lot 11	\$685.00	532-18-058
Lot 12	\$685.00	532-18-057
Lot 13	\$685.00	532-18-056
Lot 14	\$685.00	532-18-055
Lot 15	\$685.00	532-18-054
<b>Total Assessment:</b>	<b>\$10,275</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Kennedy Meadows Benefit Zone of Landscape and Lighting Assessment District No. 1.

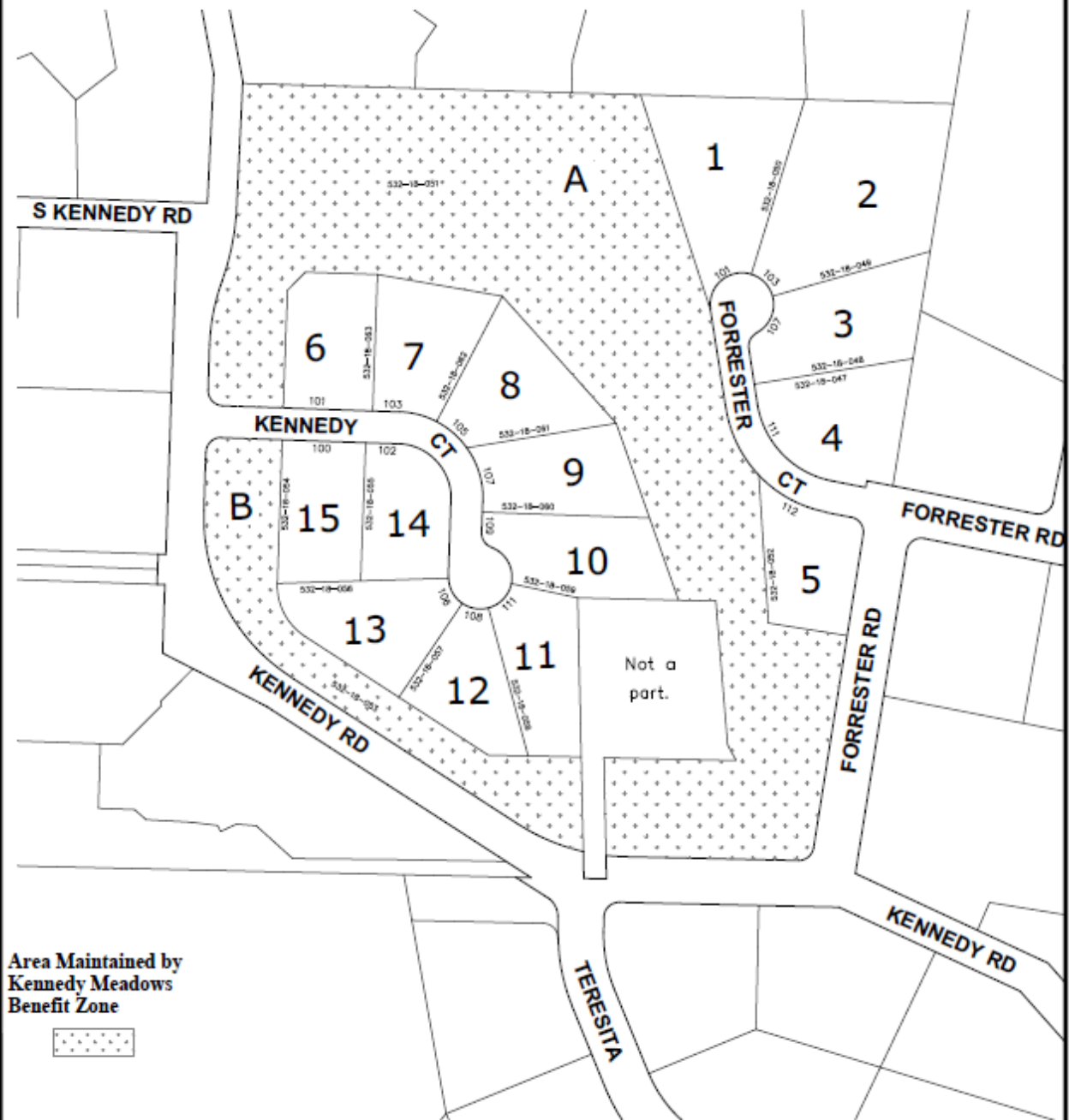
# **KENNEDY MEADOWS BENEFIT ZONE**

ITEM NO. 5.

## **PROPERTY OWNERS LIST**

<b>APN</b>
53218047
53218048
53218049
53218050
53218052
53218054
53218055
53218056
53218057
53218058
53218059
53218060
53218061
53218062
53218063

**PART "D"**  
**Assessment Diagram**



Area Maintained by  
 Kennedy Meadows  
 Benefit Zone



Not To Scale

**Kennedy Meadows Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**



**Landscape and Lighting  
Assessment District No. 1**

**SANTA ROSA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2025/26**

**ENGINEER'S REPORT**



**ENGINEER'S REPORT  
FISCAL YEAR 2025/26**

ITEM NO. 5.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**SANTA ROSA HEIGHTS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, trail and retaining walls, as shown on the approved improvement plans for Tract No. 8400, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 18, 2025  
DATE

**PART A****FISCAL YEAR 2025/26****PLANS, SPECIFICATIONS AND REPORTS****SANTA ROSA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack & Associates, dated February 1991, their job number 90-295. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

## PART B

### ESTIMATE OF THE COST OF IMPROVEMENTS

## FISCAL YEAR 2024-25

<b>SANTA ROSA HEIGHTS BENEFIT ZONE</b>			
--	--	--	--

<b>Fiscal Year 2023-24 Resources</b>			
--------------------------------------	--	--	--

		Fund Balance 6/30/23			\$	36,369
		Assessment				4,745
		Delinquent Assessment				0
		Penalties/Late Fees				30
		Interest				1,187
		<b>Total Resources Available for FY 2023-24</b>			<b>\$</b>	<b>42,331</b>

Fiscal Year	2023-24	Expenses			

	Santa Clara County Collection Fee		\$	45
	Publication & Notification Charges			326
	Light Pole Maintenance			0
	Electric Utility			0
	San Jose Water			0
	Landscape Contractor			8,544
	Town Administrative Charges			660
	<b>Total Expenses for FY 2023-24</b>		<b>\$</b>	<b>9,575</b>

Ending Fund Balance for FY 2023-24	\$	32,756
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Fiscal Year 2024-25 Estimated Resources				
---	--	--	--	--

	Fund Balance 6/30/23			\$	32,756
	Assessment				4,500
	Interest				50
	<b>Total Estimated Resources Available for FY 2024-25</b>			<b>\$</b>	<b>37,306</b>

<b>Fiscal Year 2024-25 Estimated Expenses</b>			
---	--	--	--

	Santa Clara County Collection Fee		\$	45
	Publication & Notification Charges			508
	Tree Services			0
	Weed Abatement			0
	Light Pole Maintenance			0
	Electric Utility			0
	San Jose Water			0
	Landscape Contractor			6,943
	Town Administrative Charges			660
	District Capital Improvements			0
	<b>Total Estimated Expenses for FY 2024-25</b>		<b>\$</b>	<b>8,156</b>

<b>Estimated Ending Fund Balance for FY 2024-25</b>	<b>\$ 29,150</b>
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**PART C**

**ASSESSMENT ROLL  
FISCAL YEAR 2025/26**

**SANTA ROSA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$300.00	537-31-001
Lot 2	\$300.00	537-31-002
Lot 3	\$300.00	537-31-003
Lot 4	\$300.00	537-31-022
Lot 5	\$300.00	537-31-023
Lot 6	\$300.00	537-31-006
Lot 7	\$300.00	537-31-007
Lot 8	\$300.00	537-31-008
Lot 9	\$300.00	537-31-009
Lot 10	\$300.00	537-31-010
Lot 11	\$300.00	537-31-011
Lot 12	\$300.00	537-31-012
Lot 13	\$300.00	537-31-013
Lot 14	\$300.00	537-31-014
Lot 15	\$300.00	537-31-015
<b>Total Assessment:</b>	<b>\$4,500</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Santa Rosa Heights Benefit Zone of Landscape and Lighting Assessment District No. 1.

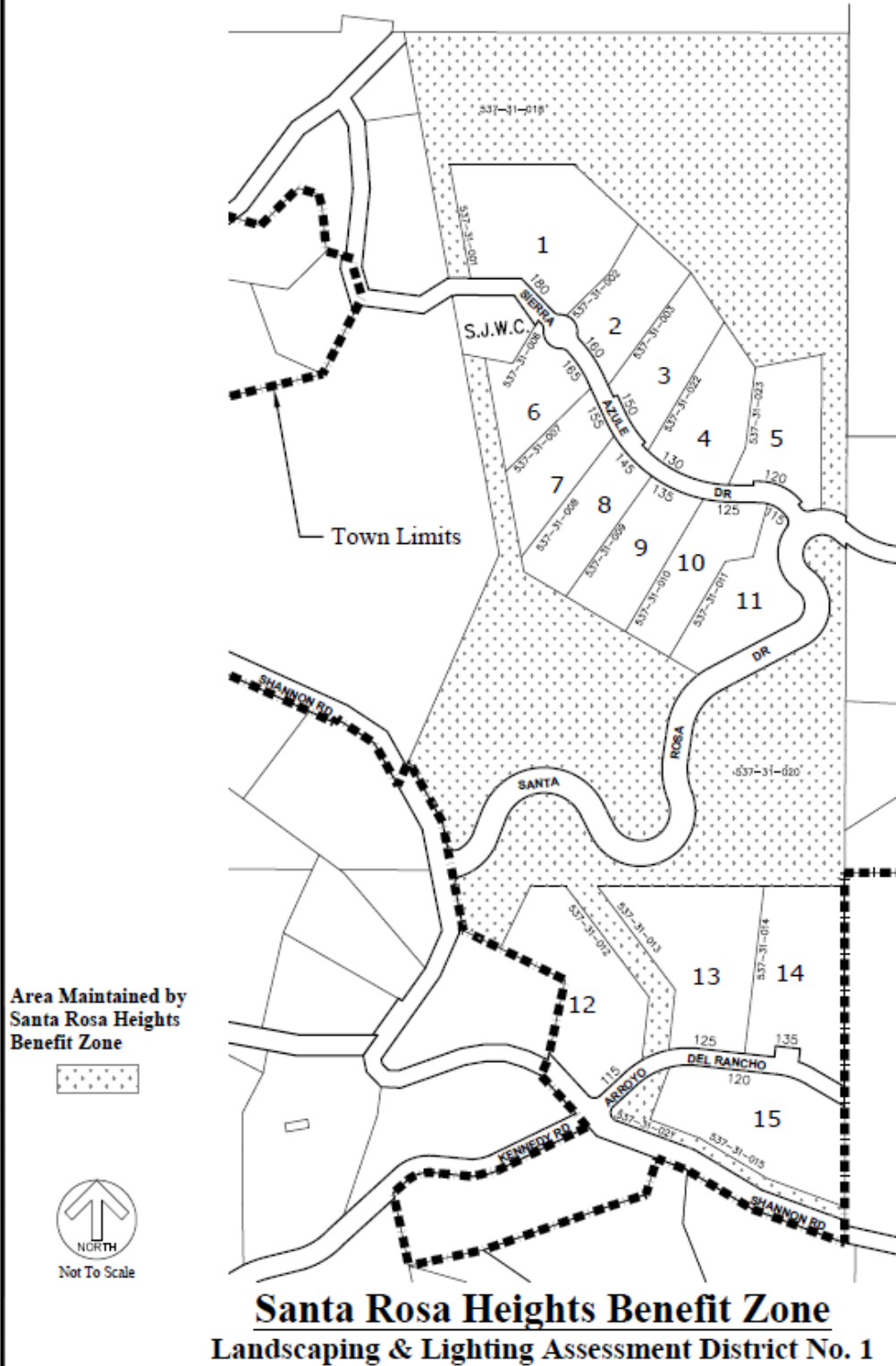
# **SANTA ROSA HEIGHTS BENEFIT ZONE**

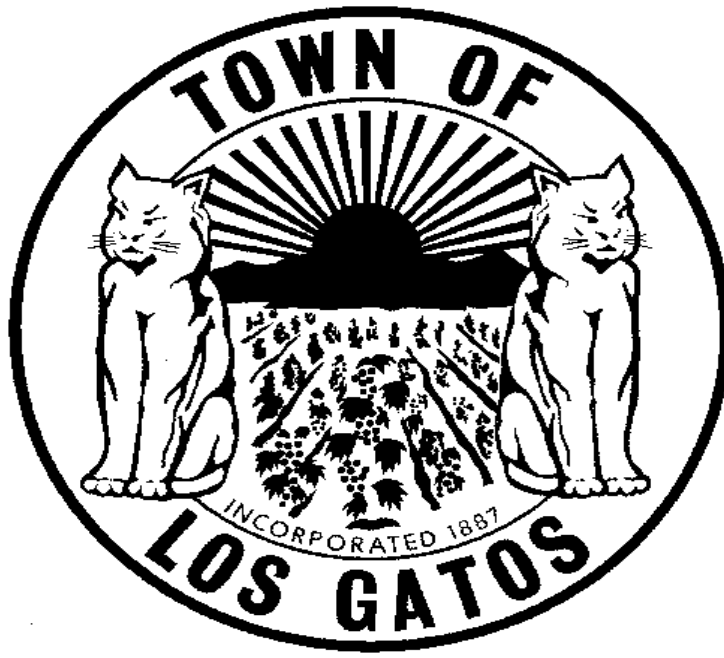
ITEM NO. 5.

## **PROPERTY OWNERS LIST**

<b>APN</b>
53731001
53731002
53731003
53731006
53731007
53731008
53731009
53731010
53731011
53731012
53731013
53731014
53731015
53731022
53731023

**PART "D"**  
**Assessment Diagram**





**Landscaping and Lighting  
Assessment District No. 1**

**VASONA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2025/26**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2025/26**

ITEM NO. 5.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**VASONA HEIGHTS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscaping and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).


The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 18, 2025  
DATE



**PART A****FISCAL YEAR 2025/26****PLANS, SPECIFICATIONS AND REPORTS****VASONA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Dillon/Drulias Associates, Landscape Architects, dated April 16, 1990, their job number 8840, pages L1 - L17 and revised planting and irrigation plans as prepared by Greg Ing and Associates, dated November 3, 1992 and revised November 23, 1993. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B	
ESTIMATE OF THE COST OF IMPROVEMENTS	
FISCAL YEAR 2024-25	

### VASONA HEIGHTS BENEFIT ZONE

[illegible]

**PART C**  
**ASSESSMENT ROLL**  
**FISCAL YEAR 2025/26**

**VASONA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$295.00	529-13-056
Lot 2	\$295.00	529-13-055
Lot 3	\$295.00	529-13-054
Lot 4	\$295.00	529-13-053
Lot 5	\$295.00	529-13-052
Lot 6	\$295.00	529-13-051
Lot 7	\$295.00	529-13-049
Lot 8	\$295.00	529-13-048
Lot 9	\$295.00	529-13-047
Lot 10	\$295.00	529-13-046
Lot 11	\$295.00	529-13-044
Lot 12	\$295.00	529-13-043
Lot 13	\$295.00	529-13-042
Lot 14	\$295.00	529-13-041
Lot 15	\$295.00	529-13-040
Lot 16	\$295.00	529-13-039
Lot 17	\$295.00	529-13-038
Lot 18	\$295.00	529-13-037
Lot 19	\$295.00	529-13-036
Lot 20	\$295.00	529-13-035
Lot 21	\$295.00	529-13-060
Lot 22	\$295.00	529-13-061
Lot 23	\$295.00	529-13-032
Lot 24	\$295.00	529-13-031
Lot 25	\$295.00	529-13-030
Lot 26	\$295.00	529-13-029
Lot 27	\$295.00	529-13-028
Lot 28	\$295.00	529-13-063
Lot 29	\$295.00	529-13-062
Lot 30	\$295.00	529-13-022
Lot 31	\$295.00	529-13-021
Lot 32	\$295.00	529-13-058
Lot 33	\$295.00	529-13-059
<b>Total Assessment:</b>	<b>\$9,735.00</b>	

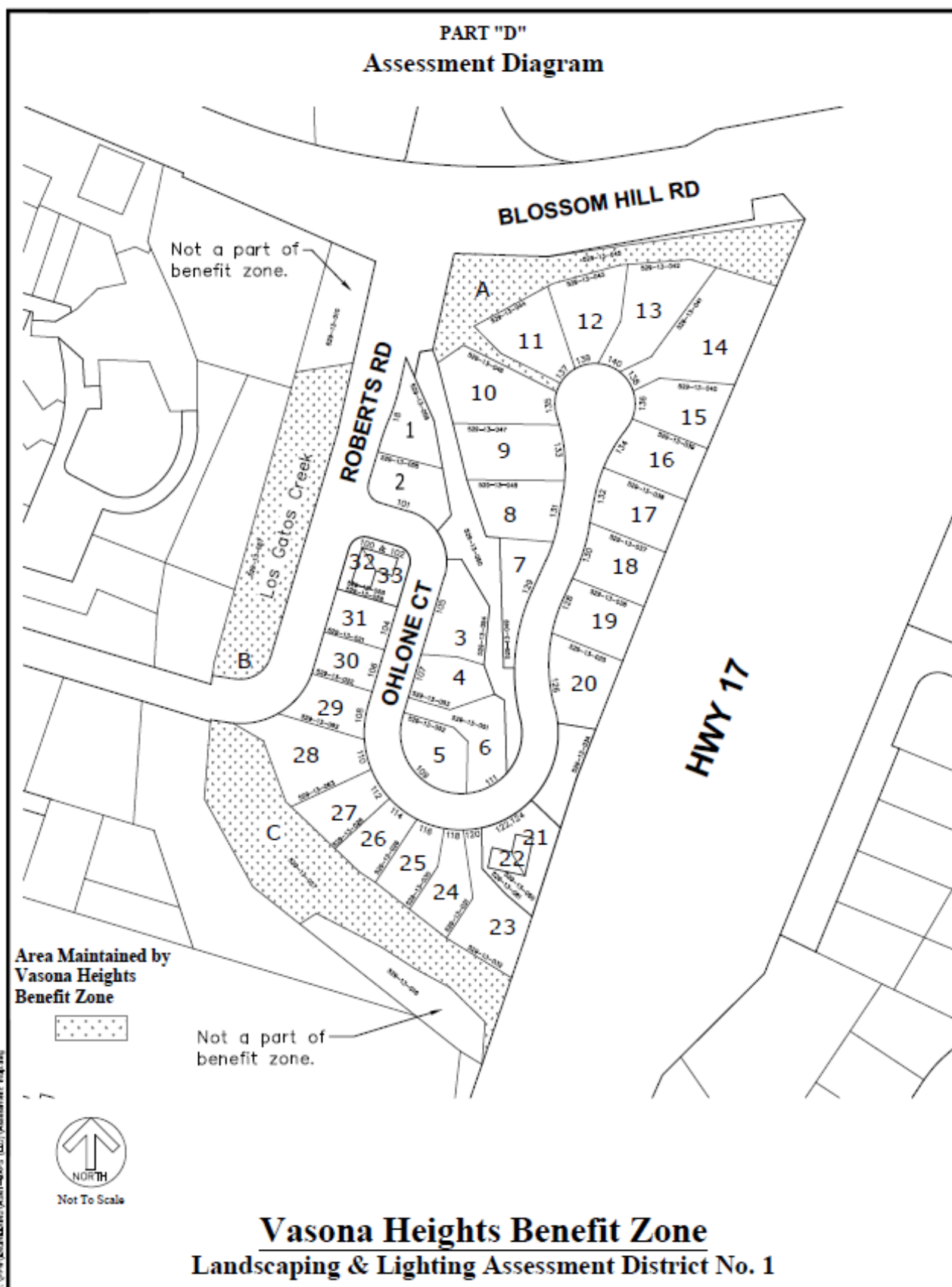
## **METHOD OF APPORTIONMENT OF ASSESSMENT**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

The total amount of the assessment was apportioned equally to all the lots within Vasona Heights Benefit Zone of Landscaping and Lighting Assessment District No. 1.

**VASONA HEIGHTS BENEFIT ZONE****PROPERTY OWNERS LIST**

<b>APN</b>
52913021
52913022
52913028
52913029
52913030
52913031
52913032
52913035
52913036
52913037
52913038
52913039
52913040
52913041
52913042
52913043
52913044
52913046
52913047
52913048
52913049
52913051
52913052
52913053
52913054
52913055
52913056
52913058
52913059
52913060
52913061
52913062
52913063





**Landscape and Lighting  
Assessment District No. 1**

**HILLBROOK  
BENEFIT ZONE**

**Fiscal Year  
2025/26**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT**  
**FISCAL YEAR 2025/26**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**  
(Pursuant to the Landscaping and Lighting Act of 1972)

**HILLBROOK BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, hardscape, and fences currently exist on APN: 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive, Los Gatos, California.

This report consists of four parts, as follows:

PART A:       Diagram of Existing Improvements.

PART B:       An estimate of the cost of the improvements.

PART C:       An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.

PART D:       A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 18, 2025  
DATE



PART "A"

### Existing Improvements to be Maintained

**BLOSSOM HILL RD**

HILLBROOK  
SIGN

EX.  
OAK

EX. SHRUBS

$$523 \rightarrow 11 \rightarrow 028$$

LÄWA

EX.  
OAK

EX. SHRUBS

HILLBROOK DR



Not To Scale

**Hillbrook Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**

## PART B

### ESTIMATE OF THE COST OF IMPROVEMENTS

## FISCAL YEAR 2024-25

HILLBROOK DRIVE BENEFIT ZONE			
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Fiscal Year 2023-24 Resources			
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	Fund Balance 6/30/23	\$ 26,277
	Assessment	5,696
	Delinquent Assessment	0
	Penalties/Late Fees	0
	Interest	928
	<b>Total Resources Available for FY 2023-24</b>	<b>\$ 32,901</b>

Fiscal Year 2023-24 Expenses			
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	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

	Santa Clara County Collection Fee		\$	60
	Publication & Notification Charges			326
	Light Pole Maintenance			0
	Electric Utility			0
	San Jose Water			2,009
	Landscape Contractor			1,508
	Town Administrative Charges			250
	<b>Total Expenses for FY 2023-24</b>		<b>\$</b>	<b>4,153</b>

Ending Fund Balance for FY 2023-24	\$	28,749
------------------------------------	----	--------

[illegible]

		Fund Balance 6/30/23				\$	28,749
		Assessment					5,950
		Interest					90
<b>Total Estimated Resources Available for FY 2024-25</b>							<b>\$ 34,789</b>

Fiscal Year	2024-25 Estimated Expenses

	Santa Clara County Collection Fee		\$	60
	Publication & Notification Charges			487
	Tree Services			0
	Weed Abatement			0
	Light Pole Maintenance			0
	Electric Utility			0
	San Jose Water			4,000
	Landscape Contractor			1,739
	District Capital Improvements			0
	Town Administrative Charges			250
	<b>Total Estimated Expenses for FY 2024-25</b>		<b>\$</b>	<b>6,536</b>

Estimated Ending Fund Balance for FY 2024-25	\$	28,253
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**PART C**  
**ASSESSMENT ROLL**  
**FISCAL YEAR 2025/26**

**HILLBROOK BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$175.00	523-11-027
Lot 2	\$175.00	523-11-026
Lot 3	\$175.00	523-11-025
Lot 4	\$175.00	523-11-024
Lot 5	\$175.00	523-11-023
Lot 6	\$175.00	523-11-022
Lot 7	\$175.00	523-11-021
Lot 8	\$175.00	523-11-020
Lot 9	\$175.00	523-11-019
Lot 10	\$175.00	523-11-018
Lot 11	\$175.00	523-07-030
Lot 12	\$175.00	523-07-029
Lot 13	\$175.00	523-07-028
Lot 14	\$175.00	523-07-027
Lot 15	\$175.00	523-07-026
Lot 16	\$175.00	523-07-025
Lot 17	\$175.00	523-07-024
Lot 18	\$175.00	523-07-023
Lot 19	\$175.00	523-07-022
Lot 20	\$175.00	523-07-021
Lot 21	\$175.00	523-07-020
Lot 22	\$175.00	523-07-019
Lot 23	\$175.00	523-07-018
Lot 24	\$175.00	523-07-017
Lot 25	\$175.00	523-07-016
Lot 26	\$175.00	523-07-015
Lot 27	\$175.00	523-07-014
Lot 28	\$175.00	523-07-013
Lot 29	\$175.00	523-07-012
Lot 30	\$175.00	523-07-011
Lot 31	\$175.00	523-07-010
Lot 32	\$175.00	523-07-009
Lot 33	\$175.00	523-07-008
Lot 34	\$175.00	523-07-007
<b>Total Assessment:</b>	<b>\$5,950</b>	

**ASSESSMENT ROLL  
FISCAL YEAR 2025/26**

**HILLBROOK BENEFIT ZONE**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

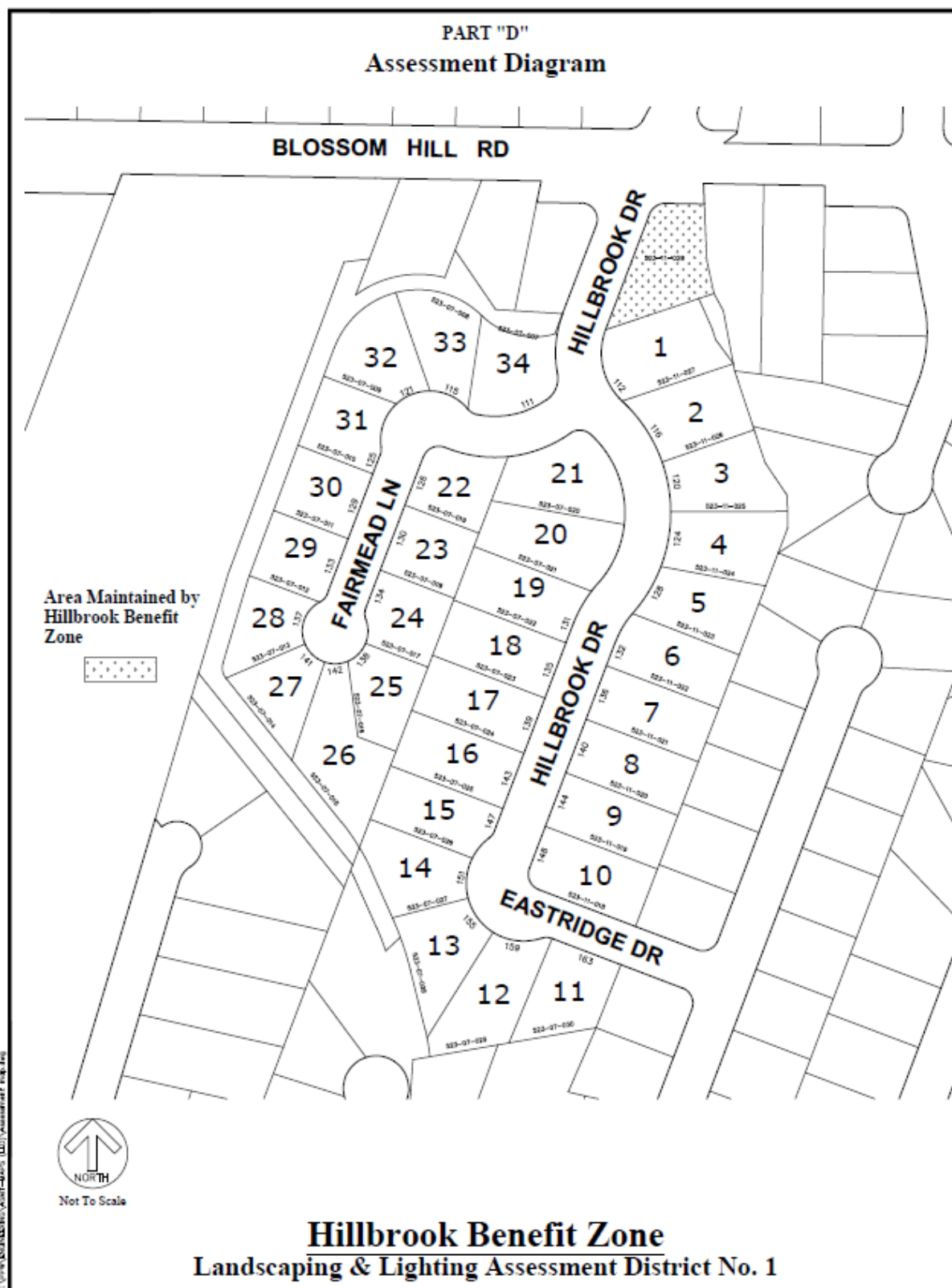
**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone.

# **HILLBROOK BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>
52307007
52307008
52307009
52307010
52307011
52307012
52307013
52307014
52307015
52307016
52307017
52307018
52307019
52307020
52307021
52307022
52307023
52307024
52307025
52307026
52307027
52307028
52307029
52307030
52311018
52311019
52311020
52311021
52311022
52311023
52311024
52311025
52311026
52311027





**Landscape and Lighting  
Assessment District No. 2**

**GEMINI COURT  
BENEFIT ZONE**

**Fiscal Year  
2025/26**

**ENGINEER'S REPORT**

## ENGINEER'S REPORT FISCAL YEAR 2025/26

### LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2 (Pursuant to the Landscaping and Lighting Act of 1972)

## GEMINI COURT BENEFIT ZONE

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 2, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, lighting, sound wall and fences as shown on the approved improvement and landscape plans for Tract No. 8439, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk Administrator.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 18, 2025  
DATE



**PART A****FISCAL YEAR 2025/26****PLANS, SPECIFICATIONS AND REPORTS****GEMINI COURT BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated September 14, 1990, their job number 9031. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B					
ESTIMATE OF THE COST OF IMPROVEMENTS					
FISCAL YEAR 2024-25					
GEMINI COURT BENEFIT ZONE					
<b>Fiscal Year 2023-24 Resources</b>					
		Fund Balance 6/30/23		\$	39,961
		Assessment			4,612
		Delinquent Assessment			0
		Penalties/Late Fees			0
		Interest			1,433
<b>Total Resources Available for FY 2023-24</b>				\$	<b>46,005</b>
<b>Fiscal Year 2023-24 Expenses</b>					
		Santa Clara County Collection Fee		\$	46
		Publication & Notification Charges			326
		Light Pole Maintenance			0
		Electric Utility			0
		San Jose Water			0
		Landscape Contractor			816
		Town Administrative Charges			610
<b>Total Expenses for FY 2023-24</b>					<b>1,798</b>
<b>Ending Fund Balance for FY 2023-24</b>				\$	<b>44,206</b>
<b>Fiscal Year 2024-25 Estimated Resources</b>					
		Fund Balance 6/30/23		\$	44,206
		Assessment			4,600
		Interest			150
<b>Total Estimated Resources Available for FY 2024-25</b>				\$	<b>48,956</b>
<b>Fiscal Year 2024-25 Estimated Expenses</b>					
		Santa Clara County Collection Fee		\$	46
		Publication & Notification Charges			515
		Tree Services			0
		Weed Abatement			0
		Light Pole Maintenance			0
		Electric Utility			0
		San Jose Water			0
		Landscape Contractor			571
		District Capital Improvement			0
		Town Administrative Charges			610
<b>Total Estimated Expenses for FY 2024-25</b>				\$	<b>1,742</b>
<b>Estimated Ending Fund Balance for FY 2024-25</b>				\$	<b>47,214</b>

**PART C****ASSESSMENT ROLL  
FISCAL YEAR 2025/26****GEMINI COURT BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$230.00	567-64-051
Lot 2	\$230.00	567-64-050
Lot 3	\$230.00	567-64-049
Lot 4	\$230.00	567-64-048
Lot 5	\$230.00	567-64-047
Lot 6	\$230.00	567-64-046
Lot 7	\$230.00	567-64-045
Lot 8	\$230.00	567-64-044
Lot 9	\$230.00	567-64-054
Lot 10	\$230.00	567-64-053
Lot 11	\$230.00	567-64-052
Lot 12	\$230.00	567-64-042
Lot 13	\$230.00	567-64-041
Lot 14	\$230.00	567-64-040
Lot 15	\$230.00	567-64-039
Lot 16	\$230.00	567-64-038
Lot 17	\$230.00	567-64-037
Lot 18	\$230.00	567-64-036
Lot 19	\$230.00	567-64-035
Lot 20	\$230.00	567-64-034
<b>Total Assessment:</b>	<b>\$4,600.00</b>	

\*formerly Lot 9 – split into 3 parcels.

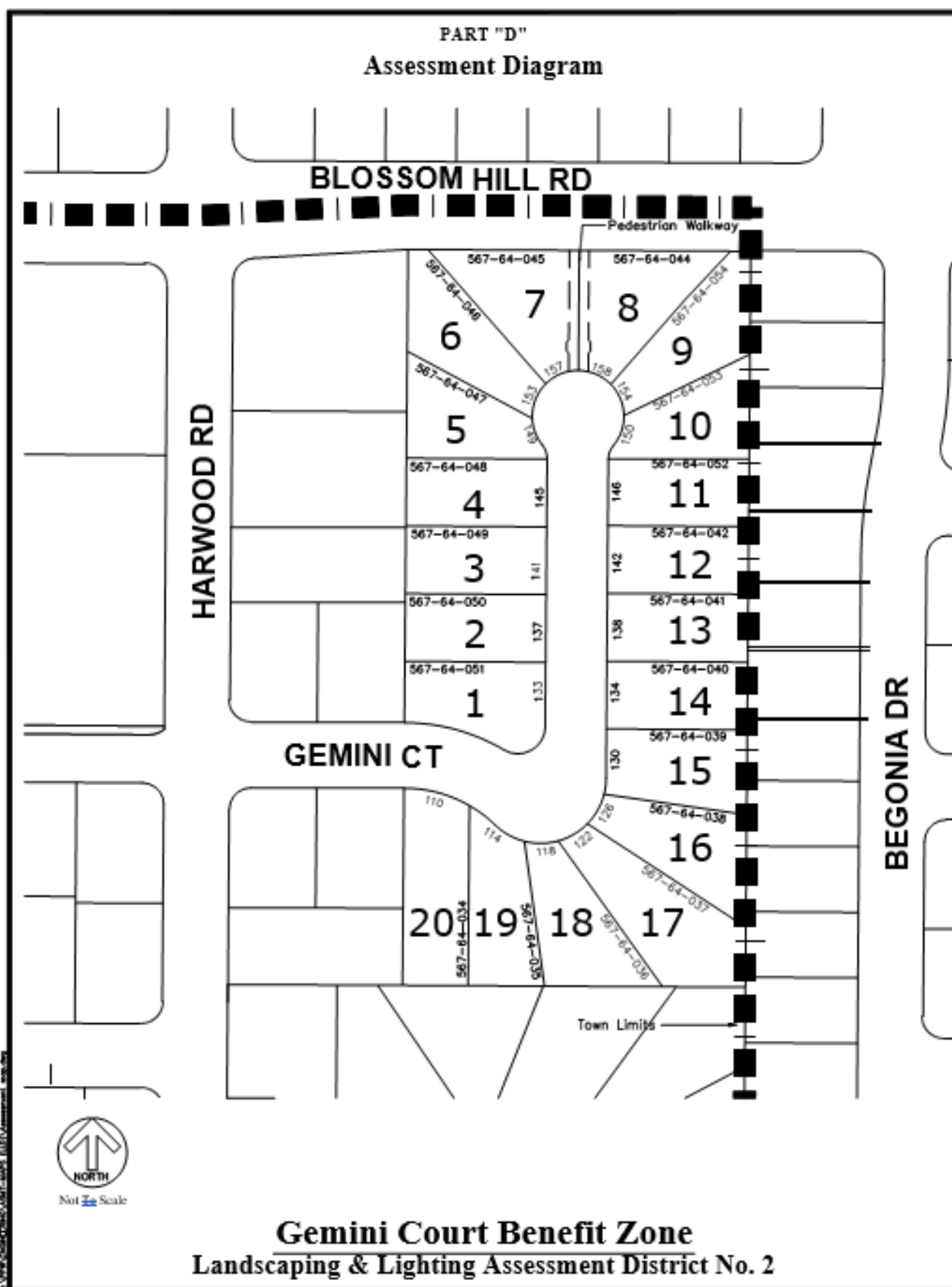
The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within the Gemini Court Benefit Zone of Landscape and Lighting Assessment District No. 2.

**GEMINI COURT BENEFIT ZONE****PROPERTY OWNERS LIST**

APN
56764034
56764035
56764036
56764037
56764038
56764039
56764040
56764041
56764042
56764044
56764045
56764046
56764047
56764048
56764049
56764050
56764051
56764052
56764053
56764054



**RESOLUTION 2025-011****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
DESCRIBING IMPROVEMENTS AND DIRECTING PREPARATION OF ENGINEER'S  
REPORT FOR FISCAL YEAR 2025/26 TOWN OF LOS GATOS LANDSCAPE AND  
LIGHTING ASSESSMENT DISTRICTS NO. 1 AND 2**

**WHEREAS**, the Town Council did, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, conduct proceedings for the formation of the Town of Los Gatos Landscaping and Lighting Assessment Districts No. 1 and 2; and

**WHEREAS**, the public interest, convenience and necessity require, and it is the intention of said Council to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in said Districts, for the construction or installation of improvements, including the maintenance or servicing, or both, thereof, for the fiscal year 2025/26; and

**WHEREAS**, the improvements to be constructed or installed, including the maintenance or servicing, or both, thereof, are more particularly described in (Exhibit A) hereto attached and by reference incorporated herein; and

**WHEREAS**, the costs and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon said Districts, the exterior boundaries of which Districts are the composite and consolidated area as more particularly shown on a map thereof on file in the Clerk Department of the Town of Los Gatos to which reference is hereby made for further particulars. Said map indicates, by a boundary line, the extent of the territory included in said Districts and of any zone thereof and shall govern for all details as to the extent of the assessment districts; and

**NOW, THEREFORE, BE IT RESOLVED:** The Engineer of said Town is hereby directed to prepare and file with said Town Clerk a report, in writing, referring to the assessment districts by their distinctive designations, specifying the fiscal year to which the report applies, and, with respect to that year, presenting the following:

- a. Plans and specification of the existing improvements and for proposed new improvements, if any, to be made within the assessment districts or within any zones thereof;
- b. An estimate of the costs of said proposed new improvements, if any, to be made, the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith;
- c. A diagram showing the exterior boundaries of the assessment districts and of any zones within said districts and the lines and dimensions of each lot or parcel of land within the districts as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies, each of which lots or parcels of land shall be identified by a distinctive number or letter on said diagram; and
- d. A proposed assessment of the total amount of the estimated costs and expenses of the proposed new improvements, including the maintenance or servicing, or both, thereof, and of any existing improvements upon the several lots or parcels of land in said districts in proportion to the estimated particular and distinct benefits to be received by each of such lots or parcels of land, respectively, from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

**NOW, THEREFORE, BE IT FURTHER RESOLVED:** The Office of the Engineer of said Town is hereby designated as the office to answer inquiries regarding any protest proceedings to be had herein and may be contacted during regular office hours at 41 Miles Avenue, Los Gatos, California 95030 or by calling (408) 399-5770.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 15<sup>th</sup> day of April 2025 by the following vote:

COUNCIL MEMBERS:

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

NAYS: None

ABSENT: None

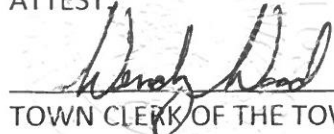
ABSTAIN: None

SIGNED:



MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:



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



## EXHIBIT A

**DESCRIPTION OF IMPROVEMENTS  
TOWN OF LOS GATOS  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1**

**1. General Description of Improvements:**

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

**2. Specific Descriptions of Improvements:**

**Blackwell Drive Benefit Zone** - Maintenance of the landscaping in the median island on Blackwell Drive constructed as a part of the public improvements required of Tract No. 8306, and maintenance of the street lights installed along Blackwell Drive and National Avenue installed as a part of the public improvements required of Tract No. 8306.

**Hillbrook Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, hardscape and fences as currently exist on APN 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

**Kennedy Meadows Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, trail and street lights within the open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, installed as a part of the public improvements required of Tract No. 8612, and the implementation of mitigation and enhancement measures within the riparian and wetlands areas of said Tract described in the report prepared by H.T. Harvey Associates, dated November 11, 1994.

**Santa Rosa Heights Benefit Zone** - The maintenance of trees, landscaping, trails and retaining walls constructed as a part of the public improvements required of Tract No. 8400.

**Vasona Heights Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, trails, emergency access roads and retaining walls within the open space areas required as a part of the public improvements required of Tract No. 8280.

## EXHIBIT A

**DESCRIPTION OF IMPROVEMENTS  
TOWN OF LOS GATOS  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2**

**1. General Description of Improvements:**

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

**2. Specific Description of Improvements:**

**Gemini Court Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, lighting, sound walls, and fences installed as a part of the public improvements required of Tract No. 8439.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/06/2025

ITEM NO. 6.

ITEM NO: 6

DATE: May 1, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Authorize the Town Manager to Execute an Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to Increase the Compensation for Fiscal Year 2024-25 By \$15,000 for a Fiscal Year 2024-25 Annual Amount Not to Exceed \$215,000 and a Total Agreement Amount Not to Exceed \$1,115,000

**RECOMMENDATION:**

Staff recommends that the Town Council:

- a. Authorize the Town Manager to execute a second amendment to the agreement for services with Brightview Tree Care Services, Inc. to increase the compensation for Fiscal Year 2024-25 by \$15,000 for a total annual amount not to exceed \$215,000 and a total agreement amount not to exceed \$1,115,000 (Attachment 1);
- b. Authorize a budget transfer of \$10,000 from the Annual Unanticipated Repairs Project (CIP 811-9904) to the Streets and Signal Program Budget for emergency work through June 30, 2025.

**FISCAL IMPACT:**

The Adopted FY 2024-25 Operating Budget includes funding within the Streets and Signals Program Budget (111-5401-62364) in the amount of \$200,000 for tree services. A portion of the increase (\$5,000) will be paid out of the Overlook Road Tree Replacement Project (CIP 813-0244) to pay for the planting of trees that were completed in March 2025. The remaining \$10,000 will be funded by the Annual Unanticipated Repairs Project (CIP 811-9904) to cover emergency work, should it be needed between the time of amendment and June 30, 2025. If no emergency work is required, the funding would remain in the Annual Unanticipated Repairs CIP to be used in accordance with the proposed Capital Improvement Program budget.

**PREPARED BY:** Nicolle Burnham  
Parks and Public Works Director

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

PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute an Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to Increase Compensation for Fiscal Year 2024-25 by \$15,000

DATE: May 1, 2025

#### STRATEGIC PRIORITIES:

Tree maintenance work supports the Town Council's Core Goals of **Community Character** and **Public Safety**. Specifically, the Town street tree program provides environmental benefits by reducing greenhouse gas emissions and reducing the heat island effect. Maintenance of the tree canopy is also critical to public safety by reducing tree failure and thus the loss of trees.

#### BACKGROUND:

The Town of Los Gatos contracts tree trimming and removal services to maintain the Town's trees in streets and parks. On June 20, 2023, the Town Council authorized the Town Manager to execute a five-year Agreement for Services with Brightview Tree Care Services, Inc. for tree trimming and maintenance services. The original agreement included \$200,000 for year one of the agreement and \$200,000 annually thereafter.

On April 16, 2024, the Town Council approved the authorization to execute a first amendment to the agreement for services with Brightview Tree Care Services, Inc. to increase compensation for FY 2023-24 in an amount of \$100,000 for a total annual amount not to exceed \$300,000 and a total agreement amount not to exceed \$1,100,000 and authorized a revenue and expenditure budget adjustment in the amount of \$100,000 from the tree replacement deposit account.

#### DISCUSSION:

The proposed amendment will increase the Brightview Tree Service contract by \$15,000 to fund emergency work through the remainder of FY 2024-25, and to pay for the installation of replacement trees along Overlook Road that were installed in March 2025. The FY 2024-25 budget was exceeded through block pruning, maintenance of street trees, and community demand for various services.

As all contract funding for routine tree maintenance was expended by March 31, 2025, staff is proposing the authorization to use up to \$10,000 from the Annual Unanticipated Repairs CIP to fund any emergency tree work required through June 30, 2025. If no emergency services are needed, the funding will remain in the Annual Unanticipated Repairs CIP and be allocated in accordance with the Proposed Fiscal Year 2025-2026 through 2029-2030 Capital Improvement Program Budget.

Funding for the replacement of the trees on Overlook Road was provided through a capital improvement project after the Town funded the removal of 18 eucalyptus trees in 2023. That project included \$40,000 in funding. Staff reduced the projected cost of the work by purchasing the trees directly from a supplier and limiting the contractor's work to installation

SUBJECT: Authorize the Town Manager to Execute an Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to Increase Compensation for Fiscal Year 2024-25 by \$15,000

DATE: May 1, 2025

only. As such, only \$5,000 of the allocated budget is proposed for use, with the remaining budget returned to the Tree Fund at the end of the Fiscal Year,

This second amendment also modifies the compensation section of the original agreement to clarify the five-year spending plan for this agreement for services.

CONCLUSION:

With the recommended action, the Town Council would authorize the Town Manager to execute the second amendment to the agreement for services with Brightview Tree Care Services to fund emergency work through the remainder of FY 2024-25 and to fund the installation of trees on Overlook Road.

The agreement with Brightview Tree Care covers a five-year term and staff notes that funding for future years is contingent on budget appropriation for Fiscal Year 2025/26 and beyond.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Second Amendment to the Agreement for Services with Exhibit A

## SECOND AMENDMENT TO AGREEMENT FOR SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification this 6<sup>th</sup> day of May 2025 and amends that certain First Amendment to Agreement for Services dated April 16, 2024, made by and between the Town of Los Gatos, ("Town,") and the Brightview Tree Care Services, Inc. ("Service Provider") identified as a C Corporation and whose address is P.O. Box 31001-2643, Pasadena, CA 91110-2463.

### RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 20, 2023, ("Agreement"), a First Amendment to Agreement for Services on April 16, 2024, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the compensation.

### AMENDMENT

1. Section 2.6 Compensation is replaced in its entirety to read:

Year 1 Fiscal Year 2023/24 - \$200,000

Year 2 Fiscal Year 2024/25 - \$200,000; Modified via First Amendment to \$300,000

Year 3 Fiscal Year 2025/26 - \$200,000; Modified via Second Amendment to \$215,000

Year 4 Fiscal Year 2025/26 - \$200,000

Year 5 Fiscal Year 2026/27- \$200,000

For a total agreement amount not to exceed \$1,115,000, inclusive of all costs.

Compensation is subject to Operating Budget Appropriations. Charges as defined in Exhibit A may be increased annually based on the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task.

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

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

Town of Los Gatos:

Approved as to Consent:

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

\_\_\_\_\_  
Fred Freund, Division President

Department Approval:

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

Approved as to Form:

Attest:

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

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

## FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification this 16<sup>th</sup> day of April 2024 and amends that certain Agreement for Services dated June 20, 2023, made by and between the Town of Los Gatos, ("Town,") and the Brightview Tree Care Services, Inc. ("Service Provider") identified as a C Corporation and whose address is P.O. Box 31001-2643, Pasadena, CA 91110-2463

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on June 20, 2023, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the compensation.

AMENDMENT

1. Section 2.6 Compensation is amended to read as follows:

Additional compensation for Service Providers professional services shall be increased for Fiscal Year 2023/24 in an amount of \$100,000 for a total annual amount not to exceed \$300,000 and a total agreement amount not to exceed \$ 1,100,000.

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



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

Town of Los Gatos:

DocuSigned by:  
Laurel Prevetti 5/3/2024  
859FEEA2EB39470...  
Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:  
Brandon Steene 4/30/2024  
AEATF513D8C1462...  
Brandon Steene  
Vice President/General Manager

Department Approval:

DocuSigned by:  
Nicolle Burnham 4/30/2024  
0E97631349044C3...  
Nicolle Burnham  
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:  
Gabrielle Whelan 5/2/2024  
EFD6730A5534428...  
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:  
Wendy Wood 5/3/2024  
BF6EBCBE2G214F8...  
Wendy Wood, CMC, Town Clerk

## AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 20<sup>th</sup> day of June 2023 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town"), and Brightview Tree Care Services, Inc. ("Service Provider"), identified as a C Corporation and whose address is P.O. Box 31001-2643, Pasadena, CA 91110-2463. This Agreement is made with reference to the following facts.

### I. RECITALS

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

### II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on May 8, 2023, 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 July 1, 2023 and will continue through June 30, 2028 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: Base compensation for services shall not exceed \$200,000 in Fiscal Year 2023/24, and one million dollars over the five year agreement period. Compensation will be subject to Operating Budget Appropriations. Charges as defined in Exhibit A may be increased annually based on the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

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

- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### III. INSURANCE AND INDEMNIFICATION

#### 3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: 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.
- 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.

- 4.4.1 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.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
- 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:
- |  |  |
|--|--|
| Town of Los Gatos<br>Attn: Town Clerk<br>110 E. Main Street<br>Los Gatos, CA 95030 | Brightview Tree Services, Inc.<br>P.O. Box 31001-2643<br>Pasadena, CA 91110-2463 |
|--|--|
- or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.
- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms,



conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

DocuSigned by:



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Laurel Prevetti, Town Manager

Brightview Tree Services, Inc., by:

DocuSigned by:



79FD8BA33082440...

Fred Freund, Division President

Recommended by:

DocuSigned by:



E7195960535444C...

Jim Harbin

Acting Director of Parks and Public Works

Approved as to Form:

DocuSigned by:



EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:



BF6EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

ITEM NO. 6.

## ATTACHMENT D BID PRICE SHEET

For all services described below, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

### **A. GENERAL SERVICES**

	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
1.	Annual routine trimming based on tree trimming in pre-designed districts, grids or parks on a set cycle, and includes all trees (small, medium, and large-sized).	Per-tree	700 @\$105	\$ 73,500
2.	Service request tree trimming consist of trimming trees outside the grid trimming cycle.			
	0" – 6"	Per tree	3 @\$80	\$ 240
	7" – 12"	Per tree	10 @\$105	\$ 1,050
	13" – 18"	Per tree	10 @\$159	\$ 1,590
	19" – 24"	Per tree	20 @\$209	\$ 4,180
	25" and over	Per tree	10 @\$231	\$ 2,310
3.	Tree removal (excludes stump removal)			
	0" – 6"	Per tree	5 @\$105	\$ 525
	7" – 12"	Per tree	15 @\$261	\$ 3,915
	13" – 18"	Per tree	20 @\$574	\$ 11,480
	19" – 24"	Per tree	10 @\$836	\$ 8,360
	25" and over	Per tree	5 @\$2112	\$ 10,560
4.	Stump removal			
	0" – 6"	Per stump	5 @\$63	\$ 315
	7" – 12"	Per stump	15 @\$126	\$ 1,890
	13" – 18"	Per stump	20 @\$188	\$ 3,760
	19" – 24"	Per stump	10 @\$251	\$ 2,510
	25" and over	Per stump	5 @\$377	\$ 1,885
A.	SUB-TOTAL – GENERAL SERVICES			\$ 128,070

**B. CREW RENTAL AND EMERGENCY SERVICES**

	Fully equipped crew as defined. Includes all labor, equipment, tool, traffic control, disposal costs, and zero material markups	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
<b>STRAIGHT TIME</b>				
1.	4 Man crew with Equipment	Per hour	20 @\$330	\$6,600
2.	3 Man crew with Equipment	Per hour	40 @\$248	\$9920
3.	2 Man crew with Equipment	Per hour	20 @\$165	\$3300
<b>OVERTIME/WEEKENDS/EMERGENCY AFTER HOURS CALL OUT</b>				
4.	4 Man crew with Equipment	Per hour	10 @\$418	\$4180
5.	3 Man crew with Equipment	Per hour	10 @\$314	\$3140
6.	2 Man crew with Equipment	Per hour	20 @\$209	\$4180
B.	SUB-TOTAL – CREW RENTAL & EMERGENCY SERVICES			\$ 31,320

**C. OTHER COSTS**

	DESCRIPTION, WITH UNIT PRICE IN WORDS. (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES AND FEES)	UNIT PRICE	ESTIMATED UNITS	EXTENDED PRICE
1.	Cost for crown, trees requiring trimming more than 25% of foliage at one time, or crown shaping or crown reduction. 0-6" 7-12" 13-18" 19-24" 25" and over	Per tree Per tree Per tree Per tree Per tree	3 @\$80 10 @\$105 10 @\$160 10 @\$259 20 @\$314	\$ 240 \$ 1,050 \$ 1,600 \$ 2,590 \$ 6,280
2.	Specialty equipment – 50-ton crane per hour -95-foot aerial tower per hour	Per hour Per hour	5 @\$292 15 @\$275	\$ 1,460 \$ 4,125
3.	Tree planting and installation services: (Price includes labor, equipment, root irrigation device, and staking; assume trees to be provides by the Town)  -15" gallon -24" box -36" box - 48" box	Per tree Per tree Per tree Per tree	40 @\$143 20 @\$309 10 @\$429 5 @\$715	\$ 5,720 \$ 6,180 \$ 4,290 \$ 3,575
4.	Arborist services & report writing per hour	Per hour	10 @\$132	\$ 1,320
5.	Tree watering per day (Assume 1 worker watering 8 hours)	Per day	40 @\$660	\$ 26,400
6.	GPS tree inventory data collection	Per tree site	14,000 @\$4	\$ 56,000
C.	SUB -TOTAL -OTHER COST			\$ 120,830
	GRAND TOTAL (A+B+C)			\$ 280,220



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/06/2025

ITEM NO. 7.

ITEM NO: 7

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DATE: April 9, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$2,973 to Recognize Receipt and Expenditure of California Library Services Act Grant Funds

**RECOMMENDATION:**

Authorize revenue and expenditure budget adjustments in the amount of \$2,973 to recognize receipt and expenditure of California Library Services Act grant funds.

**FISCAL IMPACT:**

Grant revenues totaling \$2,973 will be recorded to and expended from program 7801.

**BACKGROUND:**

The Library has obtained a grant in the amount of \$2,973 of California Library Services Act funds administered by the Pacific Library Partnership. Grant funds will be used to purchase e-books.

**ENVIRONMENTAL ASSESSMENT:**

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

**ATTACHMENTS:**

1. Pacifica Library Partnership Grant Claim

**PREPARED BY:** Ryan Baker  
Library Director

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

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# Pacific Library Partnership

## PACIFIC LIBRARY PARTNERSHIP CLAIM FORM

### California Library Services Act (CLSA) Distribution of Funds for FY 2024-25

**Library:** Los Gatos Public Library

**Amount of Approved Allocation:** \$2,973

Please indicate the amount of funds to be spent by category. ***Should you plan to allocate funds to more than one category, please indicate that by entering the dollar amount for each item.***

### SECTION 1 – CLAIM INFORMATION

<b>Shared Digital Content</b>	
\$ _____	OverDrive (only for the 20 libraries which are in a shared environment)
\$ _____	Palace eBooks-for-All Project (materials that will be shared)
\$ <u>2973</u>	OCLC Consortia CloudLibrary
For Shared Digital Content, please indicate the estimated number of titles to be purchased and estimated circulation	
<u>45</u>	<b># of Titles</b> <u>315</u> <b>Circulation</b>
<b>Link + Software and Associated Courier</b>	
\$ _____	Link+ Software and Associated Courier
For Link+, please provide:	
Number of items loaned: _____	
Number of items borrowed: _____	
<b>Telecommunication Costs</b>	
\$ _____	Broadband hardware routers and switches (this should not be claimed multiple years in a row)
List items to be purchased: _____	
\$ _____	CENIC telecommunication costs, costs for covering warranties in data center (only by rural libraries)
List ways funds will be used: _____	
<b>Other Collaborative Projects (Please discuss with PLP before claiming)</b>	
Answer:	

## ATTACHMENT 1

## SECTION 2: COMMUNITY SERVED BY CLSA FUNDING

Completion of the following questions is required for CLSA distribution to the library. Please answer to the best of your ability with regard to how your library allocates CLSA funds.

Please provide a written answer for each question.

- 1. Describe how, for the activities you chose to use your CLSA allocation, the funds help your library to serve underserved groups in your jurisdiction. Please include the underserved groups you are serving, as well as the activities.** *(Examples of underserved groups may include geographically isolated populations; persons with disabilities; adults with limited literacy skills; immigrant populations, etc. Examples of activities may include purchasing shared eMaterials in multiple languages or in response to a community need; replacing an older router to improve network speed for access to computers in the library.)*

We used these funds to add electronic audio books to our Cloud Library collection. Having materials available electronically helps us reach patrons who may not be able to visit the library during our open hours, either because their work or school schedules prevent them from getting here, because they are physically distant from the library, or because they don't have reliable access to transportation. We chose to focus on audio books as they are very popular in our electronic collection. These audio versions serve language learners, seniors who may have some vision loss, and patrons who listen while doing other things.

- 2. Describe how you promote services funded with CLSA funds to the underserved groups in your jurisdiction. If you have not specifically promoted to the underserved, how would you promote going forward?** *Examples might include allocating some CLSA funds to buy OverDrive items in languages other than English and then developing promotional materials or providing training on how to use Libby; partnering with a community organization to provide training on a service funded by CLSA funds, developing and delivering training on CLSA-funded services.*

While we didn't do promotions specifically calling out materials purchased with these funds, we do a great job of hand selling electronic materials (both print and audio) from all our public service points. Our circulation staff regularly highlight Cloud Library resources as part of issuing a new card, our Tech Tutoring experts help patrons learn to download and use Cloud Library materials. We highlight audio books as a tool to families with beginning or struggling readers, as well as to families with language learners.


3. Describe how you will, in the next 12 months, measure the *impact* of the services on the underserved groups in your jurisdiction. (Outcomes versus Outputs) PLEASE NOTE: Next year you will be asked for the data to support how you are measuring the impact of the services. *Examples might include developing a survey for those underserved groups to ensure your library understands their needs (such as what genres to select in for underserved communities)*

Going forward, outcomes could be assessed by collecting anecdotal information from the patrons we market these services towards. For instance, we visit two local senior communities, and the residents there enjoy our online collection. They are also reliably regular patrons. We could implement a survey or collect interview responses from this demographic on their experiences with Cloud Library audiobooks, and how they impact their view of library services.


Certification

The **filled out** and **signed** CLSA Claim Form should be submitted by **February 28, 2025**

I hereby certify that the library named above shall use these funds for CLSA approved purposes as indicated above that facilitate resourcing sharing among the PLP Members in FY 2024-25. I understand that the use of CLSA funds is defined by law, and that my library’s allocation may only be used in the way indicated.

Signed by:  
  
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**Library Director**

3/7/2025  
\_\_\_\_\_  
**Date**

Signed by:  
  
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**PLP CEO**

3/7/2025  
\_\_\_\_\_  
**Date**





**TOWN OF LOS GATOS  
COUNCIL AGENDA**

MEETING DATE: 05/06/2025

ITEM NO. 8.

ITEM NO: 8

DATE: April 23, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Approve Resolution Supporting Efforts of Santa Clara County to Provide Universal Childcare

**RECOMMENDATION:**

Staff recommend the Town Council consider approval of a Resolution supporting efforts by the County of Santa Clara to provide universal childcare.

**STRATEGIC PRIORITIES:**

The proposed resolution supports the Town Council Core Goals of **Civic Engagement**. It also supports the Town's 2025-27 Strategic Priority of ensuring all residents and visitors in maintaining and enhancing the Town as a family-oriented and inclusive community to families with children.

**FISCAL IMPACT:**

**None.** The item does not require nor compel allocation of public resources.

**BACKGROUND:**

Childcare availability and affordability continue to be significant issues nationwide, with pronounced impacts within California and specifically Santa Clara County. According to a report by the Council for a Strong America (2023), the shortage of infant-toddler childcare results in an annual economic loss of approximately \$122 billion nationally, translating into a \$15 billion loss for California and specifically \$3 billion for Santa Clara County.

At the request of the Mayor, this resolution is being presented to the Town Council for approval.

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

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PAGE 2 OF 2

SUBJECT: Approve Resolution on Universal Childcare Efforts of the County

DATE: April 23, 2025

DISCUSSION:

Supervisor Susan Ellenberg and the Board of Supervisors have been dedicated advocates for universal childcare, championing initiatives aimed at enhancing childcare accessibility and affordability within Santa Clara County. The proposed resolution aligns with these regional efforts and signifies Los Gatos' support in addressing this critical issue.

Through the Supervisor and Board's efforts and efforts by Working Partnerships, a workplace collaborative, cities in Santa Clara County have been passing resolutions and proclamations supporting the County's efforts but not committing cities to financial resources. These include the cities of Sunnyvale and Los Altos among others.

This resolution is a statement of conceptual support, signaling Los Gatos' commitment to collaborative regional solutions without imposing fiscal obligations or direct programmatic actions on Town resources at this juncture.

CONCLUSION:

Approving the resolution affirms support for universal childcare efforts by the County of Santa Clara; however, it does not oblige the Town to any further commitment.

ENVIRONMENTAL ASSESSMENT:

This action does not constitute a "project" under the California Environmental Quality Act (CEQA) pursuant to **CEQA Guidelines Section 15378(b)(5)** because it involves an administrative activity of government that will not result in direct or indirect physical changes in the environment. Specifically, the approval of the resolution does not have the potential for causing significant environmental impacts.

Attachment:

1. Resolution

**RESOLUTION 2025-\_\_****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS SUPPORTING  
UNIVERSAL CHILDCARE EFFORTS IN SANTA CLARA COUNTY**

**WHEREAS**, the Council for a Strong America issued a report in early 2023 which details that the shortage of infant-toddler childcare costs the United States \$122 billion in lost earnings, productivity, and revenue every year; and

**WHEREAS**, this shortage translates to a \$15 billion economic threat to California and a \$3 billion threat to Santa Clara County; and

**WHEREAS**, a family living in Silicon Valley needs to pay an average of \$26,450 per child per year for infant care and \$21,900 per year for one preschooler's childcare; and

**WHEREAS**, investing in affordable childcare provides vital infrastructure to working parents and supports early childhood development, allows families to remain in a geographic area, creates a stronger economy, improves business productivity and consumer spending, decreases poverty, leads to safer communities, and provides additional revenue for cities; and

**WHEREAS**, investments in the childcare sector should prioritize supporting our most underserved children and their families.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

1. The Town Council supports efforts to provide childcare to all children and families in the County of Santa Clara and the State of California.
2. This resolution represents conceptual support rather than a fiscal commitment and does not create staff obligations or programmatic requirements.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 6<sup>th</sup> day of May 2025 by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

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

ATTEST:

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

DRAFT



**TOWN OF LOS GATOS  
COUNCIL AGENDA**

MEETING DATE: 05/06/2025

ITEM NO. 9.

ITEM NO: 9

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**DATE:** April 25, 2025  
**TO:** Mayor and Town Council  
**FROM:** Chris Constantin, Town Manager  
**SUBJECT:** Fee and Fine Schedules for Fiscal Year 2025-26:  
a. Adopt a Resolution Approving the Comprehensive Fee Schedule for Fiscal Year 2025-26 to Continue Certain Department Fees, Rates, and Charges, and Amending Certain Fees, Rates, and Charges for Fiscal Year 2025-26.  
b. Adopt a Resolution Approving the Administrative Fine and Penalty Schedule for Fiscal Year 2025-26 to Continue Certain Department Fines and Amending Certain Fines for Fiscal Year 2025-26.

**RECOMMENDATION:**

Fee and Fine Schedules for Fiscal Year (FY) 2025-26:

- a. Adopt a resolution approving the Comprehensive Fee Schedule for FY 2025-26 to continue certain Department fees, rates, and charges, and amending certain fees, rates, and charges for FY 2025-26.
- b. Adopt a resolution approving the Administrative Fine and Penalty Schedule for FY 2025-26 to continue certain department fines and amending certain fines for FY 2025-26.

**FISCAL IMPACT:**

The Town's financial policies require that fees be maintained to provide for the recovery of costs associated with Town services. If approved by the Town Council, staff will incorporate the selected fee changes into the Town's FY 2025-26 Operating and Capital Budget based on conservative projections of development activity and other fee-generating services.

**BACKGROUND:**

The Town's financial policies require that certain fees, rates, and charges for services be maintained to allow for cost recovery based on the actual cost of providing Town services. "Fee" activities are services and functions provided by the Town to individuals who receive some direct material benefit above and beyond services offered to residents at general

**PREPARED BY:** Melissa Ynegas  
Senior Administrative Analyst

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

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SUBJECT: Fee Schedule for Fiscal Year 2025-26

DATE: May 6, 2025

taxpayer expense. Staff periodically reviews the cost of providing such services and recommends appropriate fee adjustments when supported by actual cost data.

The Town's most recent comprehensive cost allocation and selected recommendations from the user fee study were incorporated into the FY 2019-20 Fee Schedule.

#### DISCUSSION:

##### **A. COMPREHENSIVE FEE SCHEDULE:**

The Comprehensive Fee Schedule allows for an annual adjustment of fees by the average increase in the Consumer Price Index (CPI) for the previous calendar year. For FY 2025-26, staff is proposing that fees be adjusted by 2.8% CPI (2024 average of San Francisco-Oakland-San Jose CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted).

In addition to the proposed CPI changes, the proposed FY 2025-26 Comprehensive Fee Schedule accounts for modifications to fees , as explained below:

#### **Administrative Services**

1. Civic Center Facilities Use – Staff recommends removing the entire section regarding Civic Center Facility Use as this is addressed in the Facilities Use Policy, which does not permit for-profit or private event use of the Town Council Chambers or Town Council Chambers Lobby. The building attendant is no longer applicable either. For non-profit permitted special events that may have permission to use the Town Council Chambers and/or Town Council Chambers Lobby, the terms of the use are articulated within the conditions of approval. Should the conditions require Town Staff to be present, this will be noted prior to the event in order to bill the user following the event at the hourly rate of the staff person who provided the service. For use by entities such as New Museum of Los Gatos (NUMU), the conditions of use are listed within the executed Town's use agreement.
2. Special Event Fees – The special event application fees, block party permit, use of the Civic Center lawn, use of Town Plaza Park, and street pole banner program have all been increased by CPI. In addition, the hourly employee fees were updated to reflect current billing rates. Staff is also proposing adding a flat rate fee for events with live music either played by a disc jockey, electronic playlist, or performed by musicians in a public setting to offset the cost the Town pays to buy the rights and permissions from music library licensing companies.
3. Credit Card Processing Fee – Proposing a 2.49% fee on all transactions to reflect actual costs to the Town.

SUBJECT: Fee Schedule for Fiscal Year 2025-26

DATE: May 6, 2025

4. Tyler Technologies Online and Credit Card Payment Fees – Proposing including the fees that will be charged to customers when the Town goes live with the new Enterprise Resource Planning software.

### Development Services

1. Los Gatos Boulevard Plan – Staff is recommending deleting this fee as Council rescinded the Los Gatos Boulevard Plan in January 2022 with resolution 2022-002.
2. Planning Development Service Fee Updates – Staff conducted an analysis of the last fee study to determine which fees were not selected to be fully recovered as a policy decision to subsidize and support certain development fees within the community. Once those fees were identified, a calculation was completed, based on past CPI increases, to bring 100% recovery for those fees.
3. Engineering Development Service Fee Updates – Staff is recommending updating the engineering fees to ensure cost recovery. The recommended changes in fees are associated with current work processes and procedures using FY 2024-25 billing rates. The proposed fees were determined using a reasonable and objective estimate of the actual time spent by the responsible staff member(s) for each specific activity and their associated hourly rate. This is a conservative approach to ensure cost recovery and also reflects the standard methodology used to establish fees when done through a third-party fee study.

Some fees have only slight increases as compared to the current fee schedule, and some are significantly higher, but all are based on actual time spent on that specific task. Because of that, some PPW fees are also recommended to decrease, including the fees for processing a Lot Merger (from \$4,258 to \$3,683). The increases vary from 1.3% (Fee #196 – Development Services – Subdivisions – 5 or more lots) to 171% (Fee #252 – Dumpster Permit). One example of an increased fee is the dumpster permit. The current fee is \$179, which does not reflect the actual costs to the Town. The recommended fee is 171% higher, or \$486, to allow a more accurate estimated recovery of the Town's actual cost.

Other fees are completely new for PPW, including several Development Services Fees added to planning service fees to capture the review required by the engineering division. These include but are not limited to new fees for processing projects associated with Two-Unit Developments (Fee #189), Urban Lot Splits (Fee #190), and Condominiums (Fee #200).

4. Engineering Plan Check and Inspection Fee (Public Improvements & Grading Permits) – Staff is recommending a change in the methodology for the fees associated with grading permit plan review and inspection services. The current fee schedule establishes the

SUBJECT: Fee Schedule for Fiscal Year 2025-26

DATE: May 6, 2025

fees based on the valuation of the grading activities. There is no easy way to establish the value or cost associated with a project's grading activities other than to have the project engineer submit a cost estimate for staff review. These cost estimates tend to vary significantly from developer to developer, which creates unnecessary delays in determining the fees and causes the fees to be inconsistent from project to project. Setting a fee based on the volume of earth moved is an easier way to determine the fees, provides a methodology that can be applied more consistently from project to project, and is the practice that many other cities and towns use to determine grading plan check and inspection fees.

5. Engineering Pass Through to Consultant – On February 28, 2025, the Town Council approved a modification to the fee schedule that allowed staff to collect fees for the use of consultants to review entitlement and building permit applications for development projects with 10 or more units. Staff is now requesting to replace these previously approved fees with a more complete set of fees to be used for consultant pass-through activities for entitlement, building permit, encroachment, and utility plan reviews. Staff will charge actual costs to the pass-through accounts to cover staff costs associated with consultant oversight and project management.

#### **Police Services**

1. Police Report/CAD Incidents – Staff proposes adding a new fee for providing these reports. The department polled nine agencies in Santa Clara County, with varying results of charging flat initial fees ranging from \$15.00 - \$17.00 for up to a limited number of pages and thereafter \$.05 - \$.25 per additional page, some agencies only charge \$.05 - \$.25 per page. Each crime report and call incident record copy and release requires individual review and redaction based on the request and the scope of what the requestor is entitled to.
2. False Alarm Fees – Each alarm call requires a two-sworn officer police response, regardless of the number of alarm calls received from the residence. In addition, processing an alarm call requires Dispatch to initiate a call back to the alarm company and provide a disposition of the alarm incident. Given recent increases in salaries and hourly costs for this service and response, the department recommends this increase to the existing fee.
3. Solicitor's/Peddler's Permit – Staff proposes an increase to this fee after department analysis of the actual cost of service.
4. Citation Sign Off – Staff is proposing this increase based on their analysis of surrounding jurisdictions. It was determined a \$3.00 increase brought the Town's fee to the same level as surrounding communities.



SUBJECT: Fee Schedule for Fiscal Year 2025-26

DATE: May 6, 2025

5. Feral Cat Feeder/Trap Permit—Staff recommends deleting this fee as it is no longer needed. Silicon Valley Animal Control Authority now provides animal control services for the Town.
6. Silicon Valley Animal Control Authority (SVACA) Fees – proposing to include the SVACA license fees for residents to reference.

**Parks and Public Works Services**

1. Parks Division Fees – This section has been reformatted at the department’s request. Grouping similar fees makes the structure easier to navigate while maintaining transparency.
2. Equipment Hourly Rates – Deleting paving box, rodder, and street sweeper as they are no longer used and available for rent.

Attachment 1, Exhibit A contains the proposed FY 2025-26 Comprehensive Fee Schedule reflecting all Town fees (including proposed changes). An itemized list of recommended FY 2025-26 fee adjustments, reclassifications, and deletions are reflected in Attachment 2.

**B. ADMINISTRATIVE FINE AND PENALTY SCHEDULE:**

The Administrative Fine and Penalty Schedule sets forth the administrative penalty amounts for code violations. Attachment 3, Exhibit A contains the proposed FY 2025-26 Administrative Fine and Penalty Schedule reflecting all Town fines (including proposed changes). An itemized list of recommended FY 2025-26 fine adjustments, reclassifications, and deletions are reflected in Attachment 4 and explained below:

**Los Gatos California Fire Code**

1. Section 2703.13 Requirements for HPM gases – Section 2703.13 remains in our Administrative Fine and Penalty schedule; this action removes a duplicative listing of the fine section.

**CONCLUSION:**

It is recommended that the Town Council approve the Comprehensive Fee Schedule (Attachment 1) effective July 5, 2025 and the Administrative Fine and Penalty Schedule (Attachment 3), effective July 1, 2025, and adopt the related resolutions.

**COORDINATION:**

The preparation of the Fee and Fine Schedules was coordinated with all applicable Town Departments and Offices.

SUBJECT: Fee Schedule for Fiscal Year 2025-26

DATE: May 6, 2025

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution approving Comprehensive Fee Schedule FY 2025-26, including Exhibit A Proposed FY 2025-26 Comprehensive Fee Schedule (Redlined)
2. Proposed FY 2025-26 Fee Adjustment, Reclassification, and Deletions
3. Resolution approving Administrative Fine and Penalty Schedule FY 2025-26, including Exhibit A Proposed FY 2025-26 Administrative Fine and Penalty Schedule (Redlined)
4. Proposed FY 2025-26 Fine Adjustment, Reclassification, and Deletions

**DRAFT RESOLUTION****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
CONTINUING DEPARTMENT FEES, RATES, AND CHARGES, AND  
AMENDING CERTAIN FEES FOR SERVICE EFFECTIVE JULY 5, 2025**

**WHEREAS**, The Town of Los Gatos follows best municipal financial practices that require the Town to establish and maintain all user charges and fees based on the cost of providing services; and

**WHEREAS**, the last update of the Town of Los Gatos Comprehensive Fee Schedule was adopted on February 18, 2025; and

**WHEREAS**, certain fees currently in effect will remain in effect without interruption, certain of these fees shall be increased or reduced, and certain new services shall have fees, which reflect the objectively reasonable estimated costs associated with the services provided by the Town; and

**WHEREAS**, the Town Council finds that the proposed fees are: 1) not a tax; 2) no more than necessary to cover reasonable costs of governmental activity; and 3) allocated to a payor in a manner by which those costs bear a fair and reasonable relationship to the payor's burdens on or benefits received from the governmental activity; and

**WHEREAS**, in accordance with Government Code Section 66018, notice of the public hearing regarding the proposed changes to the fees for services was published in the manner set forth in Government Code Section 6062a; and

**WHEREAS**, a public hearing was held by the Town Council of the Town of Los Gatos at a regularly scheduled meeting, providing an opportunity for interested members of the public to make oral and/or written presentations to the Town Council regarding the proposed Town of Los Gatos Comprehensive Fee Schedule; and

**WHEREAS**, these fee changes to provide for cost recovery are not a project subject to CEQA.

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

1. Resolution 2025-005, "Resolution of the Town Council of the Town of Los Gatos

Continuing Department Fees, Rates, and Charges, and Amending Certain Fees, Rates, and Charges for FY 2024-25” is hereby rescinded; and

2. The Town of Los Gatos Comprehensive Fee Schedule, attached hereto as Exhibit A, is adopted and shall become effective July 5, 2025.

**PASSED AND ADOPTED** at a regular meeting of the Town Council held on the 6th day of May, 2025 by the following vote:

**COUNCIL MEMBERS:**

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

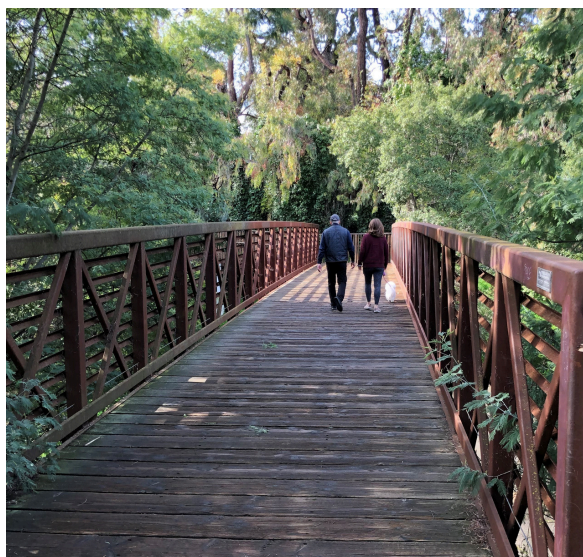
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

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



# TOWN OF LOS GATOS CALIFORNIA



## COMPREHENSIVE FEE SCHEDULE (REDLINED) FISCAL YEAR 2025-26

## TOWN OF LOS GATOS FEE SCHEDULE

The following Fee Schedule is effective ~~July 1, 2024 through June 30, 2025~~ **July 5, 2025** unless updated by the Town Council. The Fee Schedule will be adjusted annually by the average Consumer Price Index (Bureau of Labor Statistics, U.S. Department of Labor for the San Francisco/Oakland/San Jose Metropolitan Statistical Area) for the calendar year and/or by the percentage increase in actual operating costs for the current year – whichever is greater. For ~~FY 2024-2025~~ **FY 2025-2026**, the fees are adjusted by ~~3.5%~~ **2.8% CPI**. This Fee Schedule also provides for minimum annual adjustments for those fees that are directly related to personnel costs. Other adjustments may be made to maintain consistency with the surrounding municipalities within the Town of Los Gatos region but in no case are fees charged in excess of service delivery costs.

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## ADMINISTRATIVE SERVICES

### Civic Center Facilities Use

~~Town approved non-profit fundraising activities are allowed in/on Civic Center facilities with an appropriate permit, or license issued by the Town, or provided in an agreement or Conditional Use Permit with the Town. Private events are not allowed, including in the Council Chambers, with the exception of approved events hosted by the tenants of 106 and 108 East Main Street as stated in tenant lease agreements. Large scale special events may be required to provide a deposit prior to the event. The available Town facilities at the Civic Center are listed below:~~

- ~~• Civic Center Lawn, Deck and Stairs~~
- ~~• Civic Center West Patio~~
- ~~• Council Chambers~~
- ~~• Council Chambers Lobby (as a stand alone facility)~~

<del>1</del>	<del>Fee for Town Hall Facilities Use</del>	<del>Non-Profit: \$0.00 per hour For Profit: \$55.00 per hour</del>
<del>2</del>	<del>Building Attendant</del>	<del>\$20.00 per hour</del>

### Copy and Printing Charges

<del>3</del>	<del>Copy of Town Code</del>	<del>Actual Cost</del>
<del>4</del>	<del>8 1/2 x 11 and 8 1/2 x 14</del>	<del>\$.25 per page</del>
<del>5</del>	<del>11 x 17</del>	<del>\$.35 per page</del>
<del>6</del>	<del>Oversized or Large Productions</del>	<del>Actual Cost</del>
<del>7</del>	<del>Annual Subscription for Town Code Supplements</del>	<del>Actual Cost</del>
<del>8</del>	<del>Copying of Zoning Ordinance</del>	<del>Actual Cost</del>
<del>9</del>	<del>Annual Subscription for Zoning Ordinance Supplements</del>	<del>Actual Cost</del>
<del>10</del>	<del>Certification of Town Records</del>	<del>\$2.00</del>
<del>11</del>	<del>Annual Financial Report</del>	<del>Actual Cost</del>
<del>12</del>	<del>Annual Budget</del>	<del>Actual Cost</del>
<del>13</del>	<del>Capital Improvement Plan</del>	<del>Actual Cost</del>

### Special Events

<del>14</del>	<del>Special Event Application Fee, For-Profit</del>	<del>New Event \$910.00-\$935.00</del>
		<del>Repeat Event \$680.00 \$699.00</del>
<del>15</del>	<del>Special Event Application Fee, Not-For Profit</del>	<del>New Event \$227.00 \$233.00</del>
		<del>Repeat Event \$170.00 \$175.00</del>
<del>16</del>	<del>Special Event Road Closure Review and Inspection Fee</del>	<del>\$225.00 \$228.44</del>



## ADMINISTRATIVE SERVICES

### Special Events (continued)

17	Special Event N. Santa Cruz Avenue Road Closure Fee	Actual Cost
18	Block Party Permit	<del>\$55.00</del> \$57.00
19	<del>Temporary Encroachment Permit</del>	<del>\$173.00</del>
20	Police Officer	<del>\$251.55</del> \$303.45 per hour
21	Lead Parks and Public Works Maintenance Worker	<del>\$130.17</del> \$142.63 per hour
22	Parks and Public Works Maintenance Worker	<del>\$108.55</del> \$118.74 per hour
23	Anti-Vehicle Barrier, Special Event Road Closure	Actual Cost
24	Temporary No Parking Signs	\$1.00
25	Temporary Alcohol Restricted Signs	\$1.00
26	Temporary Banner Permit	<del>\$105.00</del> \$108.00
27	Use of the Civic Center lawn, deck and stairs for approved special events coordinated by a for-profit organization	<del>\$55.00</del> \$57.00 per hour
28	Use of Town Plaza Park for approved special events	<del>\$55.00</del> \$57.00 per hour
29	Facility Deposit	\$500
30	Street Pole Banner Program	<del>\$220.00</del> \$226.00 per banner (includes install and removal)
	Events with live music (either played by disc jockey, electronic playlist, or performed by musicians in a public setting)	\$65.00 per event

### Business License

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

### Other Services

33	Compact Disk or Tape of Council and Planning Commission Meetings (plus actual mailing costs, if applicable)	\$20.00 per DVD for meetings under 2 hours
		\$30.00 per DVD for meetings over 3 hours
34	Copy - Digital	\$10 per device
35	Initial Returned Check Fee	\$25.00
36	Subsequent Return Check Fees [CA Civil Code Section 1719(a) (1)]	\$35.00
37	Election Filing Fee	\$25.00
38	Town Credit Card Processing Fee	<del>2.4%</del> 2.49%

## ADMINISTRATIVE SERVICES

### Other Services

39	Third Party Vendor Business License Electronic Payment Processing Fees	Credit and Debit Card Processing 2.9% of transaction amount, minimum of \$2.00
		ACH/eCheck \$1.25 per transaction
		Returned Payments/NSF \$25.00
40	Third Party Vendor Parking Citations and Permits Electronic Payment Processing Fee	\$3.95
41	Request for Service Not Covered by any Other Fee	Fully allocated hourly rates for all personnel
42	Initiative/Referendum Petition Filings Fee	\$200.00
	Tyler Technologies: Enterprise ERP Payment	3.95%
	Tyler Technologies: Payer eCheck Cost	\$1.95
	Tyler Technologies: eCheck Rejects	\$5.00
	Tyler Technologies: Credit Card Chargebacks	\$15.00

## ATTORNEY SERVICES

<b>1</b>	Conditions, Covenants & Restrictions (CC&R) Review and Approval	Fully allocated hourly rates for all personnel
<b>2</b>	Simple Covenant/Deed Restriction	Fully allocated hourly rates for all personnel
<b>3</b>	Subdivision Improvement Agreements	Fully allocated hourly rates for all personnel
<b>4</b>	Encroachment Agreements	Fully allocated hourly rates for all personnel
<b>5</b>	Miscellaneous (Legal Agreements, Real Property, etc.)	Fully allocated hourly rates for all personnel

## DEVELOPMENT SERVICES

### General Development Fees

1	Reproduction (sent out) plus actual mailing costs, as applicable. Maps, plans, etc. (larger than 11" x 17")	Actual Cost - Sent to <del>San Jose</del> <del>Blueprint</del> ARC
2	Data Duplication service and fee for partial or full copies of each digital standard Town data file on one-time request basis. (8 1/2" x 11" copy, standard printer.)	\$.25 per page
3	Document Storage Fee - Laserfiche	Actual Cost
4	Duplicate Plans Set	\$154.00/hr. (1/2 hr. minimum)
5	Research Records Charge for Staff Research beyond 30 minutes	Fully allocated hourly rate for all personnel
6	Address Processing Fee - Per address	<del>\$190.00</del> \$195.00
7	Computer Surcharge on all Building/Plumbing/Mechanical/Electrical/Grading/Encroachment/Planning Permits/Applications and any other Permits/ Applications except Park Permit/Applications	4% of development application fee
8	<del>Engineering Development Review Service Fee— Building Permit and Building Plan Check*</del>	<del>5% of permit or plan check</del>
9	Request for Service Not Covered by Any Other Fee	Actual Cost
10	Pre-application Conference Fee	Courtesy meeting
11	Applications for Work Unlawfully Completed	Double current application fee
12	BMP Document Processing Fee	<del>\$686.00</del> \$987.00
13	Public Art In-Lieu Fee	1% of building permit valuation

***\*These fees are applied to permits or plan checks that require engineering services.***

### Reports, Agendas, and Minutes

14	Development Review Committee Agendas	\$37.00
15	Planning Commission Agendas	\$25.00
16	Planning Commission Minutes	Actual Cost
17	Plan Copies - <del>microfiche</del> Laserfiche or other reprints sent to an outside firm	\$31.00 plus costs
18	Plan Copies - Blueprint reproduction in house	\$3.00 per page
19	Copy of Subdivision Ordinance	\$26.00
20	General Plan (including maps)	\$26.00
21	Hillside Specific Plan	\$5.80
22	Hillside Development Standards and Design Guidelines	\$19.45

## DEVELOPMENT SERVICES

### Reports, Agendas, and Minutes (continued)

23	Commercial Design Guidelines	\$20.50
24	Subdivision Ordinance	\$26.00
25	General Plan/Zoning Maps (24" x 36") - Black & White	\$9.00
26	General Plan/Zoning Maps (24" x 36") - Color	\$42.00
27	Blossom Hill Open Space Study	\$14.00
28	Commercial Specific Plan Report	\$12.00
29	Residential Design Guidelines	\$21.50
30	Housing Element Technical Appendix	\$24.75
31	<del>2015-2023-2023-2031</del> Housing Element	\$39.00
32	<del>Los Gatos Boulevard Plan</del>	<del>\$9.50</del>
33	North Forty Specific Plan (adopted June 2015)	\$45.25

### Landscape

Final occupancy clearance (new construction or remodel)

34	Park Staff Time Spent for Major Development Applications	\$543.00*
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Basis:

Development Review Committee Meetings – 1.5 hrs. (estimate)

Site Visits – 4.0 hrs. (estimate)

Review Plan – 4.0 hrs. (estimate)

***\*Note: Time spent over and above the initial application fee will be billed at the current employee billing rate plus equipment hourly rate.***

### Annexation Fees

35	1 Lot	<del>\$3,590.00</del> \$3,691.00
36	2 Lots	<del>\$1,795.00</del> \$1,845.00
37	3 Lots	<del>\$1,199.00</del> \$1,233.00
38	4 Lots	<del>\$900.00</del> \$925.00
39	5 Lot or more	<del>\$715.00</del> \$735.00

***\*Annexation Advertising Deposit (varies as to size of map) - \$1,000.00 to \$2,200.00***

***Any remaining deposit will be refunded to the applicant and amounts exceeding the deposit amount will be paid by applicant.***

## DEVELOPMENT SERVICES

### Seismic Hazards Mapping Program Fee (SMIP)

For residential construction of three stories and less (Category 1), the permit fee is \$13.00 per \$100,000. For all other construction (Category 2), the permit fee is \$28.00 per \$100,000. This fee is required by the State of California to identify and map zones of particular seismic hazards. Five percent of the fee is retained by the Town to be used solely for earthquake preparedness.

### Capital Improvement Tax (Construction)

Based on \$0.18 for each square foot of building addition or alteration, which increases floor area of an existing building.

### Underground Utility Tax (Utilities)

Based on \$0.18 for each square foot of building addition or alteration, which increases floor area of existing building.

### Park Fund Tax (Parks)

Based on \$0.04 for each square foot of building addition or alteration, which increases floor area of an existing building.

## **Building Division**

### Building Permit Fees

<b>40</b>	Fee for issuing/reinstating a Building Permit	<del>\$65.00</del> \$67.00
<b>41</b>	Additional Building Permit Fee	<del>\$36.00</del> \$37.00
<b>42</b>	Demolition Permit	Residential: <del>\$317.00</del> \$326.00
		Commercial: <del>\$554.00</del> \$570.00

### Building Permit Fees for New Construction and Addition

The fee for each building permit shall be based upon the 1997 Uniform Building Code as amended by the 2010 California Building Code.

A building valuation regional modifier of 2.32 shall be used in conjunction with the Building Valuation Data provided in the publication, Building Valuation Data, published by the International Code Council – February 2012. Hillside Homes shall use a modifier of 3.246 and Commercial Office Tenant Improvements shall use a modifier of 1.16. The Building Valuation Data will be increased yearly by the Engineering News Record (ENR) Annual Building Cost Index (BCI) for every year thereafter.

## DEVELOPMENT SERVICES

### Building Permit Fees for New Construction and Addition

43	\$1.00 to \$500.00	<del>\$39.00</del> \$40.00
44	\$501.00 to \$2,000.00	<del>\$39.00</del> \$40.00 for the first \$500.00 plus <del>\$5.10</del> \$5.24 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
45	\$2,001.00 to \$25,000.00	<del>\$116.00</del> \$119.00 for the first \$2,000.00 plus <del>\$23.44</del> \$24.10 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
46	\$25,001.00 to \$50,000.00	<del>\$655.00</del> \$673.00 for the first \$25,000.00 plus <del>\$16.91</del> \$17.38 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
47	\$50,001.00 to \$100,000.00	<del>\$1,077.00</del> \$1,107.00 for the first \$50,000.00 plus <del>\$11.73</del> \$12.06 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
48	\$100,001.00 to \$500,000.00	<del>\$1,664.00</del> \$1,711.00 for the first \$100,000.00 plus <del>\$9.37</del> \$9.63 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
49	\$500,001.00 to \$1,000,000.00	<del>\$5,414.00</del> \$5,566.00 for the first \$500,000.00 plus <del>\$7.95</del> \$8.17 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
50	\$1,000,001.00 and over	<del>\$9,391.00</del> \$9,654.00 for the first \$1,000,000.00 plus <del>\$5.27</del> \$5.42 for each additional \$1,000.00 or fraction thereof

## DEVELOPMENT SERVICES

### Building Permit Fees for Remodels, Alterations, and Repairs

The Building Official shall establish the valuation of said improvements, and fees will be assessed as per Valuation Schedule above.

### Special Services & Inspections

51	Inspection outside normal business hours (4 hr. minimum)	<del>\$229.00</del> \$235.00/hr.
52	Re-inspection fees	<del>\$190.00</del> \$195.00/hr.
53	Inspections for which no fee is specifically indicated (2 hr. minimum)	<del>\$190.00</del> \$195.00/hr.
54	Additional plan review required by changes, additions or revisions to plans (1 hr. minimum)	<del>\$181.00</del> \$186.00/hr.
55	For use of outside consultants for plan checking and/or inspections	Actual Cost
56	Services for which no fee is specifically indicated (1/2 hr. minimum)	<del>\$190.00</del> \$195.00/hr.
57	Permit/Plan check time extension (per permit) (applies to permits that have not expired)	<del>\$93.00</del> \$96.00
58	Express plan review or initial review (1 hr. minimum)	<del>\$190.00</del> \$195.00/hr.
59	Application for <del>the</del> Appeals <del>to the</del> Building Board Review	<del>\$325.00</del> \$334.00
60	Temporary Certificate of Occupancy	<del>\$1,306.00</del> \$1,343.00

### Plan Review Fee

A plan review fee shall be charged at the time of filing application. This fee is separate from and shall be in addition to the building permit fee. This fee is calculated at sixty-five percent (65%) of the building permit fee as per the valuation schedule starting on page ~~6~~ 8.

### Other Miscellaneous Factors to Determine Construction Valuation

61	Convert Garage to habitable space	<del>\$140.00</del> \$144.00/sq.ft.
62	Convert unfinished basement or attic to habitable	<del>\$151.00</del> \$155.00/sq.ft.
63	Pools/Spas (gunite)	<del>\$90.00</del> \$93.00/sq.ft.
64	Siding - aluminum/vinyl/wood	<del>\$38.00</del> \$39.00/sq.ft.
65	Antennas & Towers	Const.Value as applied under valuation schedule on page <del>68</del>
66	Commercial Awning or Canopy	Aluminum <del>\$38.00</del> \$39.00/sq.ft.
		Canvas <del>\$28.00</del> \$29.00/sq.ft.



## DEVELOPMENT SERVICES

### Other Miscellaneous Factors to Determine Construction Valuation (continued)

67	Fence or Freestanding Wall (over 6' <del>feet tall-high</del> )	Wood or metal <del>\$59.00</del> \$61.00/sq.ft.
		Masonry <del>\$101.00</del> \$104.00/sq.ft.
68	Decks/Balcony	<del>\$56.00</del> \$58.00/sq.ft.
69	Wood Deck	<del>\$24.00</del> \$25.00/sq.ft.
70	Re-roofs	<del>\$3.37</del> \$3.46/sq.ft.
71	Retaining Walls	<del>\$127.00</del> \$131.00/sq.ft.

### Special Systems Fees

72	Emergency generation, wind power, special HVAC systems, etc.	Plan Review (1 hr. minimum) <del>\$181.00</del> \$186.00/hr.
		Field Inspection (2 hr. minimum) <del>\$190.00</del> \$195.00/hr.
73	Photovoltaic - Roof & Ground Mounted - Residential	Plan Review (1/4 hr. minimum) <del>\$181.00</del> \$186.00/hr.
		Field Inspection (1 hr. minimum) <del>\$190.00</del> \$195.00/hr.
74	Photovoltaic - Roof & Ground Mounted - Commercial	Plan Review (1 hr. minimum) <del>\$181.00</del> \$186.00/hr.
		Field Inspection (2 hr. minimum) <del>\$190.00</del> \$195.00/hr.

### Electrical Permit Fees

75	Fee for issuing/reinstating an Electrical Permit	<del>\$65.00</del> \$67.00
76	Additional Electrical Permit Fee	<del>\$29.00</del> \$30.00
77	New Residential Construction (new buildings only, including garages)	\$.12 sq. ft
78	Commercial Construction	\$.09 sq. ft

### Plan Review & Re-inspection Fees

79	Plan review fee	25% of Electrical Permit Fee
80	Additional plan review	<del>\$181.00</del> \$186.00/hr.
81	Re-inspection fee	<del>\$190.00</del> \$195.00/hr.

## DEVELOPMENT SERVICES

### System Fee Schedule

82	Private swimming pools	<del>\$76.00</del> \$78.00
83	Public swimming pools	<del>\$137.00</del> \$141.00
84	Temporary power poles	<del>\$93.00</del> \$96.00
85	Temporary distribution system & temporary lighting	<del>\$46.00</del> \$47.00
86	Installation of illuminated signs (each)	<del>\$120.00</del> \$123.00

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

### Unit Fee Schedule

87	Receptacle, switch, and lights	<del>\$2.26</del> \$2.32
88	Residential appliances/new circuits (cook top, oven, range, disposals, clothes dryers, or other motor operated appliances not exceeding one horsepower)	<del>\$7.25</del> \$7.45
89	Nonresidential appliances/new circuits (medical & dental devices, food, beverage, drinking fountains, laundry machines, or other similar equipment) NOTE: for other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Generators/Motors	<del>\$9.32</del> \$9.58
90	Photovoltaic system (residential)	\$90.00
91	Solar systems (including controls)	\$90.00
92	Power apparatus (generators, transformers, A/C, heat pumps, <del>or</del> baking equipment)	Up to 10 KV, each <del>\$19.00</del> \$20.00
		Over 10 KV not over 50 KV, each <del>\$38.00</del> \$39.00
		Over 50 KV and not over 100 KV, each <del>\$76.00</del> \$78.00
		Over 100 KV, each <del>\$100.00</del> \$103.00
93	Motors	Up to 10 hp <del>\$19.00</del> \$20.00
		Up to 25 hp <del>\$38.00</del> \$39.00
		Up to 55 hp <del>\$76.00</del> \$78.00
		Over 55 hp <del>\$110.00</del> \$113.00
94	Transformers	Up to 5 KVA <del>\$19.00</del> \$20.00
		Up to 10 KVA <del>\$38.00</del> \$39.00
		Up to 50 KVA <del>\$63.00</del> \$65.00
		Over 50 KVA <del>\$92.00</del> \$95.00
95	Busways/conduits (per 100 ft)	<del>\$9.32</del> \$9.58

## DEVELOPMENT SERVICES

### Unit Fee Schedule (continued)

96	Service equipment	200 amps or less <del>\$93.00</del> \$96.00
		201 to 999 amps <del>\$128.00</del> \$132.00
		Sub-panels <del>\$46.00</del> \$47.00
97	Installation of spas or saunas	<del>\$46.00</del> \$47.00

### Other Electrical Fees

98	Duplicate job card	<del>\$29.00</del> \$30.00
99	Permit extension (applies to permits that have not expired)	<del>\$93.00</del> \$96.00

### Mechanical Permit Fees

100	Fee for issuing/reinstating a Mechanical Permit	<del>\$65.00</del> \$67.00
101	Additional Mechanical Permit Fee	<del>\$29.00</del> \$30.00
102	New Residential Construction (new buildings only, including garages)	\$ .12 sq. ft
103	Commercial Construction	\$ .09 sq. ft

### Plan Review & Re-inspection Fees

104	Plan review fee	25% of Mechanical Permit Fee
105	Additional plan review	<del>\$181.00</del> \$186.00/hr.
106	Re-inspection fee	<del>\$190.00</del> \$195.00/hr.

### Unit Fee Schedule

107	Installation of each heating system, A/C, boiler, compressor, or air handler	<del>\$46.00</del> \$47.00
108	Each duct repair or alteration	<del>\$13.46</del> \$14.00
109	Each fireplace appliance	<del>\$38.00</del> \$39.00
110	Each ventilating fan	<del>\$13.46</del> \$14.00
111	Installation of separate flue or vents not included with the installation of an appliance	<del>\$13.46</del> \$14.00
112	Installation of each hood with mechanical exhaust	Residential <del>\$38.00</del> \$39.00
		Commercial <del>\$137.00</del> \$141.00
113	Each new or repair of gas piping system	<del>\$84.00</del> \$86.00
114	Each additional gas outlet	<del>\$27.00</del> \$28.00
115	Installation of evaporative cooler	<del>\$38.00</del> \$39.00

## DEVELOPMENT SERVICES

### Other Mechanical Fees

<b>116</b>	Duplicate job card	<del>\$29.00</del> \$30.00
<b>117</b>	Permit extension (applies to permits that have not expired)	<del>\$93.00</del> \$96.00

### Plumbing Permit Fees

<b>118</b>	Fee for issuing/reinstating a Plumbing Permit	<del>\$65.00</del> \$67.00
<b>119</b>	Additional Plumbing Permit Fee	<del>\$29.00</del> \$30.00
<b>120</b>	New Residential Construction (new buildings only, including garages)	\$.12 sq. ft
<b>121</b>	Commercial Construction	\$.09 sq. ft

### Plan Review & Re-inspection Fees

<b>122</b>	Plan review fee	25% of Plumbing Permit Fee
<b>123</b>	Additional plan review	<del>\$181.00</del> \$186.00/hr.
<b>124</b>	Re-inspection fee	<del>\$190.00</del> \$195.00/hr.

### System Fee Schedule

<b>125</b>	Private swimming pools (including heater, water piping, <b>or</b> gas piping)	<del>\$110.00</del> -\$113.00
<b>126</b>	Public swimming pools (including heater, water piping, <b>or</b> gas piping)	<del>\$165.00</del> -\$170.00
<b>127</b>	Lawn sprinkler system on one meter	<del>\$46.00</del> \$47.00
<b>128</b>	Each new or repair of gas piping system	<del>\$84.00</del> \$86.00
<b>129</b>	Each drainage, sewer system	<del>\$46.00</del> \$47.00
<b>130</b>	Radiant floor heating system	<del>\$137.00</del> \$141.00

### Unit Fee Schedule

<b>131</b>	Each plumbing fixture or trap or set of fixtures on one trap	<del>\$13.46</del> \$14.00
<b>132</b>	Each sewer cleanout, backflow device	<del>\$13.46</del> \$14.00
<b>133</b>	Each septic system abatement	<del>\$137.00</del> -\$141.00
<b>134</b>	Rainwater systems - per drain (inside building)	<del>\$13.46</del> \$14.00
<b>135</b>	Each water heater, water softener	<del>\$38.00</del> \$39.00
<b>136</b>	Each grease interceptor (750 gallon capacity)	<del>\$93.00</del> \$96.00
<b>137</b>	Each grease trap (1-4 fixtures)	<del>\$53.00</del> \$54.00
<b>138</b>	Residential water re-piping	<del>\$137.00</del> \$141.00

## DEVELOPMENT SERVICES

### Unit Fee Schedule (continued)

<b>139</b>	Each ejector/sump pump	<del>\$46.00</del> \$47.00
<b>140</b>	Each vacuum breaker/hose bib	<del>\$13.46</del> \$14.00
<b>141</b>	Each water piping system repair or replacement	<del>\$28.00</del> \$29.00
<b>142</b>	Each additional gas outlet	<del>\$28.00</del> \$29.00

### Other Plumbing Fees

<b>143</b>	Duplicate job card	<del>\$29.00</del> \$30.00
<b>144</b>	Permit extension (applies to permits that have not expired)	<del>\$93.00</del> \$96.00

### Other Building Fees

<b>145</b>	Duplicate Inspection Card	<del>\$36.00</del> \$37.00
<b>146</b>	NPDES Inspection Fee (Charged on all building permits with the potential to generate non-point source storm water runoff during construction)	<del>\$84.00</del> \$86.00
<b>147</b>	SB 1186 Accessibility Fee	\$4.00

### Building Fee Refunds

Request must be received within 1 year of original payment date. Subject to approval by the Chief Building Official.

- Building Permit - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- Subtrade Permit - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- PV Permits - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- Building Plan Check - 80% if cancelled or withdrawn before any plan check review has begun; **0% if any plan check review has begun.**
- Microfilm/Laserfiche - 80% of actual cost minus refund request page.
- Planning Plan Check - 0%
- Computer services (4%) - 0%
- Issuance Fee - 0%
- Credit Card processing fee - 0%
- Title 24 Fee - 0%
- Capital Improvement Tax - 100%
- Utility Tax - 100%

## Building Fee Refunds (continued)

- Park Tax - 100%
- Storm Drain (ENG) - 100%
- Road Impact Basin - 100%
- Seismic Tax (SMIP) 5% - 100%
- Seismic Tax (SMIP) 95% - 100%
- General Plan Update - 100%
- NPDES - 80% provided no work or inspections have been completed; 0% if any work or inspections have been completed.
- Building Standards - 0%
- Itemized items - 100%
- Online permits such as water heaters, furnace, and electrical permits - 100%

## State of California Title 24 Part 2 Energy and Accessibility Code and Regulation Plan Review and Inspection Fees

A surcharge shall be added to the building permit fee for the cost to plan review and inspect for compliance with State of California Title 24 Regulations. This fee is calculated at fifteen percent (15%) of the building permit fee. This fee is applied whenever a plan review is assessed.

## State of California Mandated Building Standards Fee – SB 1473

A surcharge shall be added to all building permits at the rate of four dollars (\$4) per one hundred thousand dollars (\$100,000) in valuation, with appropriate fractions thereof, but not less than one dollar (\$1). These funds will be available to the California Building Standards Commission, the Department of Housing and Community Development, and the Office of the State Fire Marshall for expenditure in carrying out the provisions of the State Building Standards Law and provisions of State Housing Law that relate to building standards. Up to ten percent (10%) shall be retained for related administrative costs and for code enforcement education.

## DEVELOPMENT SERVICES

### Planning Division

The fees listed below constitute all fees imposed by the Planning Division. Certain types of applications must be reviewed / processed by other departments/agencies, which may impose separate fees. Applicants are advised that the fees for those services are not included in the Planning Department's fees. Where the term "actual cost" is used here, it shall mean: materials, supplies (including any costs of noticing or publication), outside consultants, employee cost will be billed at the top step, plus benefits, plus overhead. The following fee schedule is established for applications filed pursuant to the Town Code. The fees are collected by the Community Development Department at the time the application is filed unless otherwise noted.

- Fees for Additional Processing - In the event additional processing services by the Town are required due to changes, modifications, additions, errors, omissions, or discrepancies caused by the applicant or his/her agents or representatives, the applicant shall pay an additional fee as determined by the Director of Community Development to cover the actual cost.
- Fees for Lack of Progress - If additional information is required by the Town for an application and the requested information is not submitted within 180 days, the applicant will be required to pay a fee of 10 percent of the current application fee at the time the requested information is submitted. Any re-submittal after one year will be processed as a new application, subject to new fees.
- Fees for Major Projects - If it is anticipated that the application processing costs of selected major projects will significantly exceed the following fees, the Director of Community Development may collect a deposit and charge actual time spent to process the applications based upon current hourly rates.
- Surcharges - All of the following applications are subject to the surcharge fees as set forth in General Development Services and in the Zoning Research section of Planning Division.

## DEVELOPMENT SERVICES

### Zoning Approvals - Architecture and Site Applications – Development Review Committee (DRC) Approval

148	New single family detached (HR and RC zones) <i>Engineering Development Review Service Fee</i>	<del>\$10,707.00</del> \$17,695.00
		<del>\$4,950.00</del> \$5,043.00
149	New non-custom single family detached (HR and RC zones) per unit/model, as part of a Planned Development** <i>Engineering Development Review Service Fee</i>	<del>\$7,435.00</del> \$13,708.00
		<del>\$4,947.00</del> \$5,426.00
150	New single family or two-family units <i>Engineering Development Review Service Fee</i>	<del>\$7,379.00</del> \$15,037.00
		<del>\$4,948.00</del> \$5,426.00
151	New single family or two family (any other zone) per unit/model new nonresidential or multiple family per building as part of a Planned Development** <i>Engineering Development Review Service Fee</i>	<del>\$5,272.00</del> \$12,378.00
		<del>\$4,952.00</del> \$5,426.00
152	Minor projects (a development proposal that does not significantly change the size, mass, appearance or neighborhood impact of a structure, property or parking lot i.e. minor grading permit) <i>Engineering Development Review Service Fee</i>	<del>\$2,674.00</del> \$9,720.00
		<del>\$3,799.00</del> \$3,893.00

### Zoning Approvals – Architecture and Site Applications – Planning Commission Approval

153	Supplemental fee <del>for</del> DRC applications, <del>as determined with fee #146</del> or minor residential development applications, or applications that are part of a Planned Development that require Planning Commission approval <i>Engineering Development Review Service Fee</i>	<del>\$3,778.00</del> \$3,884.00
		<del>\$1,380.00</del> \$1,840.00
154	New two-family unit <i>Engineering Development Review Service Fee</i>	<del>\$11,254.00</del> \$18,921.00
		<del>\$4,950.00</del> \$5,626.00
155	New non-residential (includes conceptual Planned Development elevations and mixed use that includes two or fewer buildings) <i>Engineering Development Review Service Fee</i>	<del>\$12,917.00</del> \$18,921.00
		<del>\$4,950.00</del> \$7,233.00



## DEVELOPMENT SERVICES

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

156	New multiple family (includes conceptual Planned Development elevations that include two or fewer buildings) <i>Engineering Development Review Service Fee</i>	<del>\$11,743.00</del> \$21,313.00
		<del>\$4,948.00</del> \$12,681.00
157	New multiple family, mixed use, or non residential project with more than two buildings	Planning: Actual Cost and minimum \$20,000 deposit
		Engineering: Actual Cost and minimum \$20,000 deposit

***\*Aside from the fees noted above, no additional Architecture and Site application fees will be assessed for projects that involve a historic structure or site.***

***\*\*Any changes proposed to model homes, nonresidential, or multiple family buildings, a supplemental fee shall be based on a time and materials basis to review the changes.***

### Conditional Use Permits

158	Conditional Use Permit (PC Approval) <i>Engineering Development Review Service Fee</i>	<del>\$7,574.00</del> \$11,847.00
		<del>\$1,611.00</del> \$2,331.00
159	Conditional Use Permit (when consolidated with another application for new development) <i>Engineering Development Review Service Fee</i>	<del>\$1,259.00</del> \$7,976.00
		<del>\$923.00</del> \$949.00
160	Conditional Use Permit (DRC Approval) <i>Engineering Development Review Service Fee</i>	<del>\$4,609.00</del> \$7,061.00
		<del>\$1,383.00</del> \$1,460.00
161	Applications that require Town Council Approval (these fees supplement the above established fees) <i>Engineering Development Review Service Fee</i>	<del>\$3,592.00</del> \$3,693.00
		<del>\$1,381.00</del> \$2,506.00
		Transcription of Planning Commission minutes - Actual cost and minimum \$500.00 deposit

### Rezoning (other than Planned Development)

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

## DEVELOPMENT SERVICES

### Planned Development

<b>165</b>	Without General Plan or Specific Plan Amendment	Actual Cost
<b>166</b>	Without General Plan or Specific Plan Amendment (HR or RC Underlying Zone)	Actual Cost
<b>167</b>	With General Plan or Specific Plan Amendment	Actual Cost
<b>168</b>	With General Plan or Specific Plan Amendment (HR or RC Underlying Zone)	Actual Cost
<b>169</b>	Town Council Modification to a Planned Development	Actual Cost (\$5,000.00 minimum)
<b>170</b>	DRC Modification to a Planned Development	Actual Cost (\$3,000.00 minimum)
<b>171</b>	Publication costs for the planned development ordinance shall be paid by the applicant	
<b>172</b>	Transcription fee of Planning Commission minutes	Actual Cost and minimum \$500.00 deposit

### Planning Division Certificates of Use and Occupancy

<b>173</b>	Change of use	<del>\$274.00</del> \$282.00
<b>174</b>	Change of occupancy (excluding change of proprietor of a continuing business enterprise)	<del>\$184.00</del> \$189.00
<b>175</b>	Use/occupancy clearance if Conditional Use Permit is required or occupancy of a new accessory dwelling unit	No fee

### Sign Application

<b>176</b>	New permanent sign	<del>\$369.00</del> \$379.00
<b>177</b>	Temporary nonresidential sign	<del>\$118.00</del> \$190.00
<b>178</b>	Change of face only	<del>\$184.00</del> \$189.00
<b>179</b>	Sign program	<del>\$2,474.00</del> \$2,543.00

### Administrative Land Use Permit

<b>180</b>	Minor telecommunications facility (i.e. microcell, IEEE 8,021 1b, or similar <del>equivalent</del> )	<del>\$1,831.00</del> \$1,882.00
<b>181</b>	Major telecommunications facility which do not require a Conditional Use Permit	<del>\$4,389.00</del> \$4,542.00

## DEVELOPMENT SERVICES

### Other Zoning Approvals Fees

182	Variance <i>Engineering Development Review Service Fee</i>	<del>\$5,570.00</del> \$9,720.00
		<del>\$1,611.00</del> \$1,656.00
183	Minor Residential Development (see #151) <i>Engineering Development Review Service Fee</i>	<del>\$2,674.00</del> \$3,334.00
		<del>\$4,639.00</del>
184	Agricultural Preserve Withdrawal	<del>\$4,544.00</del> \$4,671.00
185	Hazardous Materials Storage Facility Application	Fully allocated rate of all personnel, plus noticing fees
186	Home Occupation Permit	<del>\$184.00</del> \$189.00
187	SB 330 Preliminary Application	Actual Cost (\$500 minimum deposit)
188	SB 35 Preliminary Application	Actual Cost (\$500 minimum deposit)
189	Two-Unit Housing Development <i>Engineering Development Review Service Fee</i>	<del>\$1,598.00</del> \$1,643.00
		<del>\$5,960.00</del>
190	Urban Lot Split <i>Engineering Development Review Service Fee</i>	<del>\$1,598.00</del> \$1,643.00
		<del>\$2,155.00</del>
191	Mobile Home Park Conversion Permit	Fully allocated rate of all personnel with initial deposit of \$5,000.00
192	General Plan/Town Code Amendments	Fully allocated rate of all personnel with initial deposit of \$5,000.00 plus additional fees

### Subdivisions

193	Lot Line Adjustment (DRC Approval)	<del>\$2,538.00</del> \$2,707.00
	<i>Engineering Development Review Service Fee</i>	<del>\$4,259.00</del> \$1,419.00 plus initial deposit of \$3,000.00 for surveyor
194	4 Lots or Less (DRC Approval) <i>Engineering Development Review Service Fee</i>	<del>\$10,226.00</del> \$10,512.00
		<del>\$4,723.00</del> \$2,343.00 plus initial deposit of \$3,000.00 for surveyor
195	4 Lots or Less (as part of a Planned Development) (DRC Approval) <i>Engineering Development Review Service Fee</i>	<del>\$4,223.00</del> \$6,525.00
		<del>\$4,952.00</del> \$2,542.00 plus initial deposit of \$3,000.00 for surveyor
196	5 Lots or More <i>Engineering Development Review Service Fee</i>	<del>\$11,520.00</del> \$11,843.00
		<del>\$6,100.00</del> \$6,177.00 plus initial deposit of \$3,000.00 for surveyor
197	5 Lots or More (as part of a Planned Development) (DRC Approval) <i>Engineering Development Review Service Fee</i>	<del>\$4,951.00</del> \$6,525.00
		<del>\$6,103.00</del> \$6,327.00 plus initial deposit of \$3,000.00 for surveyor

## DEVELOPMENT SERVICES

### Subdivisions (continued)

198	Vesting Tentative Map (VTM)	Actual Cost plus \$500.00 deposit and additional fees
199	Lot Merger and Reversion to Acreage (DRC Approval)	<del>\$1,258.00</del> \$2,176.00
	<i>Engineering Development Review Service Fee</i>	<del>\$4,258.00</del> \$3,683.00
200	Condominium	<del>\$8,878.00</del> \$9,182.00
	<i>Engineering Development Review Service Fee</i>	\$4,682.00
201	Condominium (as part of a Planned Development)	<del>\$4,223.00</del> \$5,198.00
	<i>Engineering Development Review Service Fee</i>	\$4,682.00
202	Certificate of Compliance (DRC Approval)	<del>\$3,668.00</del> \$3,771.00
	<i>Engineering Development Review Service Fee</i>	<del>\$2,646.00</del> \$3,442.00
203	VTM applications that require Town Council approval, Subdivision and/or DRC applications that require Planning Commission approval. (These <del>This</del> fees supplements the above-established fees).	<del>\$3,368.00</del> \$3,462.00
	<i>Engineering Development Review Service Fee</i>	\$8,022.00

### Miscellaneous Application Fees

204	Time Extensions to Approved Application	50% of current fee (excluding fees based on actual cost)
205	Modification to Approved Application	75% of current fee (excluding fees based on actual cost)
206	Conceptual Development Advisory Committee Review	\$2,966.00
		Special Noticing - Actual Cost (minimum \$500.00 deposit)
207	Sidewalk Vending Permit	<del>\$587.00</del> \$723.00
208	Auto Dealer Events	Smaller Promotional Events <del>\$98.00</del> \$1,643.00
		Large Promotional Events <del>\$478.00</del> \$1,643.00
209	News-rack Permit Fee	<del>\$465.00</del> \$478.00
210	Firearms Dealer Permit (Town Ordinance 2217 dated 6/17/2013)	Fully allocated hourly rate of all personnel plus any necessary outside costs and initial \$2,000.00 deposit

## DEVELOPMENT SERVICES

### Environmental Assessment Fees

<b>211</b>	Categorical Exemption	No fee
<b>212</b>	Initial Study Deposit***	Fully allocated hourly rate of all personnel with initial \$5,000.00 deposit
<b>213</b>	Draft Initial Study Review Fee (or actual cost if part of a Planned Development, <b>or</b> General Plan and/or Town Code Amendment) <i>Engineering Development Review Service Fee</i>	<del>\$3,322.00</del> \$4,762.00
		<del>\$2,303.00</del> \$2,367.00
<b>214</b>	Environmental Impact Report	Consultant's fee
<b>215</b>	Draft EIR Review Fee	Fully allocated hourly rate of all personnel plus any necessary outside costs
<b>216</b>	Impact Monitoring Program (AB3180)	Fully allocated hourly rate of all personnel plus any necessary outside costs

**\*\*\*The \$5,000 fee is a deposit only. The specific cost of the Initial Study and any required special studies shall be borne by the applicant. The deposit shall be increased before the Town will authorize work exceeding the amount on deposit. Any deposit balance will be refunded.**

### Surcharges

<b>217</b>	General Plan update surcharge	.5% of building valuation for new construction and additions/10% of zone change and subdivision fee
<b>218</b>	Advanced Planning projects	10% of application fee
<b>219</b>	Administrative Fee	10% of development application fees

### Appeals

<b>220</b>	Fee to appeal Planning Commission decision to Town Council	Per Residential <del>\$523.00</del> \$538.00
		Per Commercial, multi-family or tentative map <del>\$2,102.00</del> \$2,161.00
<b>221</b>	Fee to remand applications from Town Council to Planning Commission	Fully allocated hourly rate for all personnel plus additional fees

## DEVELOPMENT SERVICES

### Appeals (continued)

222	Fee to appeal Director of Community Development, Development Review Committee, Historic Preservation Committee, or Santa Clara County Fire Department Exception Request (PRC 4290) decision to Planning Commission	Per Residential <del>\$264.00</del> \$271.00
		Per Commercial <del>\$1,052.00</del> \$1,081.00
223	Tree appeals	<del>\$107.00</del> \$3,886.00
224	Appeal transcription fee of Planning Commission minutes (only applies to appeals from Planning Commission to Town Council)	Actual Cost - minimum \$500.00 deposit

### Zoning Research

225	Basic Zoning Letter	<del>\$184.00</del> \$189.00
226	Legal non-conforming verification	<del>\$775.00</del> \$797.00
227	Reconstruction of legal non-conforming structures (Burndown Letter)	<del>\$329.00</del> \$398.00

### Other Planning Division Fees

228	Fence Height Exceptions <i>Engineering Development Review Service Fee</i>	<del>\$329.00</del> \$533.00
		<del>\$1,857.00</del>
229	Peer/Technical Review - any remaining deposit will be refunded to the applicant and amounts exceeding the deposit amount will be paid by applicant	Fully allocated hourly rate of all personnel plus any necessary outside costs and initial \$2,000.00 deposit
230	Fees For Additional Tech Review and/or DRC Review - DRC beyond three meetings, Planning Commission hearing beyond two meetings, Town Council hearing beyond one meeting	Fully allocated hourly rate of all personnel involved plus additional fees
231	Consultation	Actual cost on an hourly basis
232	Research Services Minimum Charge	Fully allocated hourly rate for all personnel with initial \$200.00 deposit
233	Building Permit Plan Check Fee	20% of building fee
234	Below Market Price Housing Program In-Lieu Fee	6% of the building permit valuation for the entire project

## Other Planning Division Fees (continued)

<b>235</b>	Outdoor Seating Permit	Fully allocated hourly rate for all personnel with initial \$1,000.00 deposit
<b>236</b>	Valet Parking Permit	Fully allocated hourly rate for all personnel with initial \$1,000.00 deposit
<b>237</b>	Parklet Program	Fully allocated hourly rate for all personnel with initial \$1,000.00 deposit
<b>238</b>	Shared Parking Permit	Actual Cost (\$1,000 deposit)

## Payment of Application Fees

All application fees are to be paid at the time the applications are submitted to the Community Development Department. If the applicant withdraws an application, which requires a hearing by the Planning Commission, prior to processing the application for the hearing, 40% of the paid application fee shall be refunded to the applicant at the discretion of the Director of Community Development. All other fees are non-refundable.

## DEVELOPMENT SERVICES

### Engineering Division

The following fees constitute a comprehensive listing of the various fees charged by the Engineering Program. Certain types of application/permits must be reviewed and/or processed by other Town departments or public agencies, which may charge separate fees. Applicants are advised that the fees for those services are not included in the Engineering Program's fees. Where the term "actual cost (s)" is used here it shall mean: materials, supplies (including any costs of noticing or publication), outside consultants and employee cost, (including salary, benefits and overhead).

#### Engineering Plan Check and Inspection Fee (Public Improvements & Grading Permits) \*/\*\*

	Less than 50 CY	\$653.00
	50 to 100 cubic yards	
	For the first 50 CY	\$4,163.00
	For each add'l cubic yard or fraction thereof up to 100 CY	\$48.00
	100 to 1,000 cubic yards	
	For the first 100 CY	\$6,526.00
	For each add'l 100 cubic yard or fraction thereof up to 1,000 CY	\$690.00
	1,001 to 10,000 cubic yards	
	For the first 1,000 CY	\$12,737.00
	For each add'l 1,000 cubic yard or fraction thereof up to 10,000 CY	\$2,010.00
	10,001 to 100,000 cubic yards	
	For the first 10,000 CY	\$30,824.00
	For each add'l 1,000 cubic yard or fraction thereof up to 100,000 CY	\$702.00
	100,001 cubic yards or more	
	For the first 100,000 CY	\$94,040.00
	For each add'l 1,000 cubic yards	\$702.00
<del>239</del>	<del>Application Fee</del>	<del>\$585.00-</del>
<del>240</del>	<del>Under \$20,000.00-</del>	<del>15.5% of valuation</del>
<del>241</del>	<del>\$20,001.00 to \$80,000.00-</del>	<del>\$3,697.00 plus 9% of valuation</del>
<del>242</del>	<del>Greater than \$80,001.00-</del>	<del>\$10,137.00 plus 8.5% valuation</del>
<del>243</del>	<del>Each additional plan check beyond three reviews-</del>	<del>Fully allocated hourly rate for all personnel</del>

*\* Work done at night or on weekends shall be charged the actual costs of staff*

*\*\*Work done without permits shall be double-charged*



## DEVELOPMENT SERVICES

### Inspection Fee (Public Improvements & Grading Permits)

<b>244</b>	Under \$20,000.00	7.5% of valuation
<b>245</b>	\$20,001.00 to \$80,000.00	\$1,790.00 plus 6.5% of valuation
<b>246</b>	Greater than \$80,001.00	\$6,440.00 plus 4.0% of valuation

### Work In or Use of Public Right-of-Way \*/\*\*

<b>247</b>	Encroachment Permit - Residential	Work up to \$4,000.00 - <del>\$363.00-</del> \$789.00
		Each additional \$2,000.00 -- <del>\$190.00-</del> \$413.00
<b>248</b>	Encroachment Permit - Collector/Arterial Streets**	Work up to \$4,000.00 - <del>\$1,884.00-</del> \$2,172.00
		Each additional \$2,000.00 -- <del>\$411.00-</del> \$904.00
<b>249</b>	Encroachment Permit - Consultant Plan Review and Inspection Services for serial applications (10+ per year) or specialty applications	Consultant fee based on scope, plus the base encroachment fee in the Engineering Division Fees 247 and 248, depending on street type.
<b>250</b>	Outside contractor underground utility locating surcharge (actual cost for outside contractor inspection fee may change)	<del>\$95.00</del> \$234.00
<b>251</b>	Temporary Encroachment Permit	<del>\$179.00</del> \$603.00
<b>252</b>	Dumpster Permit	<del>\$179.00</del> \$486.00
<b>253</b>	Storage Permit	<del>\$179.00</del> \$486.00****

\* *Work done at night or on weekends shall be charged the actual costs of staff*

\*\* *Work done without permits shall be double-charged*

\*\*\* *\* Single-family residences located along collector and arterial streets to be charged the residential fees above*

\*\*\*\* *\* \$500.00 refundable Storage Unit Removal Deposit, to cover cost of removal, if abandoned*

### NPDES

<b>254</b>	Inspection Fee - Grading Permits	Single Family Residential <del>\$870.00-</del> \$885.00
		Commercial or Multi Family Residential <del>\$1,354.00</del> \$1,653.00

## DEVELOPMENT SERVICES

### NPDES (continued)

255	Inspection Fee - Encroachment Permits and Some Storage Permits	Single Family Residential <del>\$239.00-</del> \$405.00
		Commercial or Multi Family Residential <del>\$387.00</del> \$650.00
		Plus <del>\$579.00</del> \$600.00 per LID facility
256	Inspection of Storm Water Treatment Measures	<del>\$597.00</del> \$600.00 per facility
257	Annual Stormwater/Limited Impact Development (LID) Permit	Per Visit and 1st facility inspection <del>\$579.00</del> \$614.00
		Every additional facility inspection <del>\$190.00</del> \$194.00
258	C-3 Permit Hydrologic Calculation	Consultant fee deposit of <del>\$3,750.00-</del> \$5,000.00 plus 25% administrative fee

### Engineering Subdivision Map Checking

259	1-4 lots	<del>\$3,404.00</del> \$4,196.00*
		Certificate of Correction <del>\$1,000.00-</del> \$1,500.00 deposit plus 25% administrative fee
260	5 or more lots	<del>\$4,764.00</del> \$5,120.00*
		Certificate of Correction <del>\$1,000.00-</del> \$1,500.00 deposit plus 25% administrative fee

***\*Plus, initial \$3,000 surveyor deposit. Additional deposit(s) of actual surveyor costs may be required for larger projects than 5 or more lots, additional map check review(s), or overall complexity of the map.***

### Traffic Impact Analysis or Parking Study

261	Development Review (staff traffic impact analysis or Parking Study)	Actual Cost**
		Consultant Report - Consultant Fee and Actual Cost**
262	Staff Review Fee	<del>\$792.00</del> plus 10% of the traffic- consultant report cost Actual Cost**
263	Site Distance Analysis	<del>\$213.00</del> \$560.00 per review not to exceed two hours. Actual cost for staff time when analysis exceeds two hours.

## DEVELOPMENT SERVICES

### Traffic Impact Analysis or Parking Study (continued)

<b>264</b>	Traffic Impact Mitigation Fee	\$1,104.00 per new average daily trip generated
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**\*\*Actual staff cost includes staff time that will be charged to the pass-through deposit.**

### Storm Drainage Fees

<b>265</b>	Development Projects	<p>Single family lots Section 24.60.035(b) (3): For subdivisions with lots that exceed one acre, the fee shall not exceed that of one acre per lot <del>\$5,041.00</del> \$5,182.00/ac.</p> <p>Multiple family dwelling units - initial unit <del>\$5,041.00</del> \$5,182.00/ac.</p> <p>Multiple family dwelling units - each unit after initial (not to exceed <del>\$5,205.00</del> \$5,351.00/ac.) <del>\$189.00</del> \$194.00</p> <p>Commercial, industrial, hospitals, churches, schools, and others <del>\$6,304.00</del> \$6,481.00/ac.</p>
<b>266</b>	Building/Grading Permits (Building, Structures, & impervious areas)	New impervious surface area, per sq. ft. \$2.00/sq. ft.

### Street Improvement In-Lieu Fee

<b>267</b>	Sidewalks	<del>\$20.00</del> \$25.00/sq.ft.
<b>268</b>	Curb and Gutter	\$125.00/lf.

### Other In-Lieu Fee

<b>269</b>	Trail Improvements	<del>\$16.00</del> \$18.00/per sq. ft. or determined by Director
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## DEVELOPMENT SERVICES

### Hauling Permits

270	House Moving Fee	<del>\$4,162.00</del> \$4,851.00*
271	Hauling (Overweight Vehicle) Permit	Daily \$16.00**
		Annual \$90.00

***\*Plus initial deposit of \$5,000 for facilities damage***

***\*\*The current State mandated fee is \$16.00 for Hauling Permit. If the State fee changes, the Hauling Permit fee will change to reflect the same.***

### Construction Activities Mitigation Fee (Ordinance 2189)

272	New Buildings and Additions	Residential (per square foot added) <del>\$1.48</del> \$1.51/sq.ft.*
		Non-residential (per square foot added) <del>\$1.48</del> \$1.51/sq.ft.*

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

### Other Engineering Fees

273	Engineering Reversion to Acreage	<del>\$2,856.00</del> \$3,272.00 plus initial deposit of <del>\$2,500</del> \$3,000.00 for surveyor
274	Engineering Lot Merger	<del>\$4,149.00</del> \$4,260.00 plus initial deposit of \$3,000.00 surveyor deposit
275	Engineering Lot Line Adjustments	<del>\$4,149.00</del> \$4,260.00 plus initial deposit of \$3,000.00 surveyor deposit
276	Certificate of Compliance	<del>\$4,149.00</del> \$4,260.00 plus initial deposit of \$3,000.00 surveyor deposit
277	Abandon Excess Public Right-of-Way or Public Easement	<del>\$5,181.00</del> \$5,695.00 plus initial deposit of \$3,000.00 surveyor deposit and valuation consultant and planning services

## DEVELOPMENT SERVICES

### Other Engineering Fees (continued)

278	Geotechnical Peer Review Fees	Consultant fee deposit of <del>\$3,000-\$3,500.00</del> plus Actual Cost** <del>25% administrative fee</del> . Larger projects require an initial deposit of <del>\$4,500-\$5,600.00</del> plus Actual Cost** <del>(plus 25% administrative fee)</del> to allow for a site visit by the geotechnical peer review consultant.
279	Separate Instrument Dedication Fee (for dedication via grant deeds and not maps)	<del>\$858.00</del> \$1,050.00 plus initial deposit of \$2,500 for surveyor
280	Slurry Seal Fee	<del>\$3.00</del> \$21.00/sq. yd.
281	Flood Review Fee	Consultant Cost plus 25% Admin Fee
282	Miscellaneous Review Fee*	<del>Consultant Cost plus Actual Cost** Actual Cost (including staff and consultant time)</del>
283	<del>Entitlement Application – Consultant Plan Review – 10+ Units</del>	<del>Engineering Development Review Service fees listed in the Planning Division Fees (Fees 148-238), plus all outside consultant costs, with \$10,000 initial deposit paid at time of application.</del>
284	<del>Building Permit Application – Consultant Plan Review and Inspection Services – 10+ units</del>	<del>All outside consultant costs, with \$10,000 initial deposit paid at time of application.</del>
	Engineering Development Review Services Fee - Over-the-Counter Building Permit and Building Plan Check	10% of permit or plan check
	Pass Through to Consultant – Land Development – Entitlement Process Reviews	Pass Through Deposit and Actual Staff Cost**
	Pass Through to Consultant – Land Development – Building Permit Process Reviews	Pass Through Deposit and Actual Staff Cost**
	Pass Through to Consultant – Encroachment – Job value less than \$10,000.00	Pass Through Deposit and Actual Staff Cost**
	Pass Through to Consultant – Encroachment – Job value greater than \$10,000.00	Pass Through Deposit and Actual Staff Cost**

## DEVELOPMENT SERVICES

ITEM NO. 9.

### Other Engineering Fees (continued)

	Pass Through to Consultant – Utility Projects – PG&E, San Jose Water Company, West Valley Collection, etc	Pass Through Deposit and Actual Staff Cost**
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***\*This fee will be implemented for services including, but not limited to, wet weather inspections, annual inspections, review of operations and maintenance reports, coordination with property owner(s) and/or homeowner associations, etc.***

***\*\*Actual staff cost includes staff time that will be charged to the pass-through deposit.***

## LIBRARY SERVICES

ITEM NO. 9.

### Lost or Damaged Items

1	Replacement of Adult book/AV item	Cost of item plus \$10.00 processing fee
2	Replacement of Teen/Children's book/AV item	Cost of item plus \$5.00 processing fee
3	Replacement of Adult paperback	Cost of item plus \$5.00 processing fee
4	Replacement of magazine	Cost of item plus \$5.00 processing fee

***In lieu of above, account holder may replace lost/damage item with new identical copy plus \$2.00 processing fee.***

### Internet printing and copies

5	Printing per page - Black and White Copies	\$0.15
6	Printing per page - Color Copies	\$0.25

### History Project Digital Image

7	Fair Use Fees (for personal use only)	Free – Downloaded via History Website
8	Commercial Use Fees	\$25.00 per high resolution image

## PARKS AND PUBLIC WORKS SERVICES

### Parks Division

#### Picnic Area Reservation Fees

Bachman, Belgatos, Blossom Hill, La Rinconada, Live Oak Manor, Oak Meadow (sites 1-9)

1	Picnic Area Reservation Fee	Resident \$125.00 per site
		Non-Resident \$175.00 per site
2	Picnic Area Reservation Fee w/Jump House	Resident \$250.00 per site
		Non-Resident \$350.00 per site
3	Vehicle Escort Fee	Resident: \$100.00
		Non-Resident: \$125.00
4	<del>Park Reservation</del> Cancellation Fee	\$25 per <del>park reservation site</del>

#### Additional Oak Meadow Park Fees

5	Bocce Ball Court Fee	Resident \$125.00 per day
		Non-Resident \$175.00 per day
6	Parking Fee	Resident \$6.00 per vehicle
		Non-Resident \$6.00 per vehicle
7	Annual Parking Pass	\$95.00 per vehicle
8	Senior Annual Parking Pass	\$48.00 per vehicle (60 years or older)

#### Park Special Use Permit Fees

Minimum two-hour reservation required

Park Facilities or Areas Use Permit (Sec. 19.30.010. - Required.) - a permit shall be obtained from the Parks and Public Works Department for the temporary, exclusive or special use of any park facility or area by any organized group.

#### Special Use Permit Oak Meadow Park – Bandstand

9	<del>Special Use Permit Application</del> Administrative Fee	\$25 per application
10	<del>Public Event</del> Standard Fee	Resident \$125.00 per hour
		Non-Resident \$175.00 per hour
11	Non-Profit <del>Event-Fee</del>	Resident \$75.00 per hour
		Non-Resident \$130.00 per hour
12	<del>Bandstand/Gazebo Lawn Fee Non-Profit/Public-</del> Additional Lawn Fee	Resident \$75.00 per hour
		Non-Resident \$130.00 per hour
13	Deposit (refundable)	\$600.00



## PARKS AND PUBLIC WORKS SERVICES

Special Use Permit – Los Gatos Creek Trail, Bachman, Belgatos, Blossom Hill, La Rinconada, Live Oak Manor, Oak Meadow Park (1 through 9)

14	<del>Special Use Permit Application</del> Administrative Fee	\$25 per application
15	<del>Permit Fee</del> Standard Fee	Resident \$35.00 per hour Non-Resident \$45.00 per hour
16	Non Profit Fee	Resident \$25.00 per hour Non-Resident \$35.00 per hour
17	Additional Day (Applicable specifically for recreational or educational purposes)	Resident \$25.00 per hour Non-Resident \$35.00 per hour
18	Damage Deposit (refundable)	\$200.00 for 0-300 attendees <del>of 150-300</del> \$500.00 for 301+ attendees <del>over 300</del>

Special Use Permit – Creekside Sports Park

19	<del>Special Use Permit Application</del> Administrative Fee	\$25 per application
20	<del>Permit Fee</del> Standard Fee	Resident \$45.00 per hour Non-Resident \$55.00 per hour
21	Non Profit Fee	Resident \$35.00 per hour Non-Resident \$45.00 per hour
22	Additional Day (Applicable specifically for recreational or educational purposes)	Resident \$35.00 per hour Non-Resident \$45.00 per hour
23	Damage Deposit (refundable)	\$600.00

~~Oak Meadow Park – Picnic Areas (1 through 9)~~

1	<del>Picnic Area Reservation Fee</del>	<del>Resident \$125.00 per site Non-Resident \$175.00 per site</del>
2	<del>Picnic Area Reservation Fee w/Jump House</del>	<del>Resident \$250.00 per site Non-Resident \$350.00 per site</del>
3	<del>Park Reservation Cancellation Fee</del>	<del>\$25 per park reservation</del>

## PARKS AND PUBLIC WORKS SERVICES

### Other Oak Meadow Park Fees

4	Bocce Ball Court Fee	Resident \$125.00 per day
		Non-Resident \$175.00 per day
5	Parking Fee	Resident \$6.00 per vehicle
		Non-Resident \$6.00 per vehicle
6	Annual Parking Pass	\$95.00 per vehicle
7	Senior Annual Parking Pass	\$48.00 per vehicle (60 years or older)
8	Vehicle Escort Fee	Resident \$100.00
		Non-Resident \$125.00

### Oak Meadow Park — Bandstand/Gazebo — Special Use Permit — Minimum two-hour reservation required

9	Special Use Permit Application Administrative Fee	\$25 per application
10	Non-Profit Event	Resident \$75.00 per hour
		Non-Resident \$130.00 per hour
11	Public Event	Resident \$125.00 per hour
		Non-Resident \$175.00 per hour
12	Deposit (refundable)	\$600.00-
13	Bandstand/Gazebo Lawn Fee Non-Profit/Public	-Resident \$75.00 per hour
		Non-Resident \$130.00 per hour

### Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor

14	Picnic Area Reservation Fee	Resident \$125.00 per site
		Non-Resident \$175.00 per site
15	Picnic Area Reservation Fee w/Jump House	Resident \$250.00 per site
		Non-Resident \$350.00 per site
16	Park Reservation Cancellation Fee	\$25 per park reservation

### Oak Meadow Park — Special Use Permit — Single Use

17	Special Use Permit Application Administrative Fee	\$25 per application
18	Permit Fee	Resident \$35.00 per hour
		Non-Resident \$45.00 per hour
19	Damage Deposit (refundable)	\$200.00 attendees of 150-300
		\$500.00 attendees over 300-

## PARKS AND PUBLIC WORKS SERVICES

### Oak Meadow Park—Special Use Permit—Multi-Use Permit—Recreational/educational purposes only

<b>20</b>	Special Use Permit Application Administrative Fee	\$25 per application
<b>21</b>	Non-Profit	Resident \$25.00 per hour Non-Resident \$35.00 per hour
<b>22</b>	Additional Day	Resident \$25.00 per hour Non-Resident \$35.00 per hour
<b>23</b>	Damage Deposit (refundable)	\$200.00 attendees of 150-300 \$500.00 attendees over 300-

### Creekside Sports Park—Special Use Permit—Single Use

<b>24</b>	Special Use Permit Application Administrative Fee	\$25 per application
<b>25</b>	Permit Fee	Resident \$45.00 per hour Non-Resident \$55.00 per hour
<b>26</b>	Damage Deposit (refundable)	\$600.00-

### Creekside Sports Park—Special Use Permit—Multi-Use—Recreational/educational purposes only

<b>27</b>	Special Use Permit Application Administrative Fee	\$25 per application
<b>28</b>	Non-Profit	Resident \$35.00 per hour Non-Resident \$45.00 per hour
<b>29</b>	Additional Day	Resident \$35.00 per hour Non-Resident \$45.00 per hour
<b>30</b>	Damage Deposit (refundable)	\$600.00-

### Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor (Groups of 25+ and/or Jump House) Special Use Permit—Single Use Permit

<b>31</b>	Special Use Permit Application Administrative Fee	\$25 per application
<b>32</b>	Permit Fee	Resident \$35.00 per hour Non-Resident \$45.00 per hour
<b>33</b>	Damage Deposit (refundable)	\$200.00 attendees of 150-300 \$500.00 attendees over 300-

## PARKS AND PUBLIC WORKS SERVICES

~~Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor (Groups of 25+ and/or Jump House)  
Special Use Permit – Multi-Use Permit – Recreational/educational purposes only~~

<del>34</del>	<del>Special Use Permit Application Administrative Fee</del>	<del>\$25 per application</del>
<del>35</del>	<del>Non-Profit</del>	<del>Resident \$25.00 per hour</del>
		<del>Non-Resident \$35.00 per hour</del>
<del>36</del>	<del>Additional Day</del>	<del>Resident \$25.00 per hour</del>
		<del>Non-Resident \$35.00 per hour</del>
<del>37</del>	<del>Damage Deposit (refundable)</del>	<del>\$200.00 attendees of 150-300</del>
		<del>\$500.00 attendees over 300</del>

### Turf Maintenance Fee

Additional fee added to any Park Use, when a permit's scheduled activity or event will negatively impact the park turf, (locations including but not limited to Oak Meadow, Town Plaza, and Civic Center lawn areas). The fee amount is to be based upon best estimate of turf repair cost, as determined by the Director of Parks and Public Works and/or Maintenance Superintendent.

### Tree Related Fees

24	Tree Removal Permit Application*	One Tree \$250.00
		Additional Tree \$125.00/each
		If application is denied 50% refund
25	Illegal Tree Removal Administrative Fee	\$330.00
26	Replacement Trees - Town Forestry Fund Per Tree Ordinance Section 29.10.0985	Tree cost for each 24", 36", and/or 48" box size will be the Market Price plus the installation cost, determined by the Director

***\*Fee will be waived if tree removal is done to implement or maintain Defensible Space.***

## PARKS AND PUBLIC WORKS SERVICES

### Equipment Hourly Rates as Follows

27	Pick-up Truck	\$32.00
28	1 Ton Flatbed Truck	\$42.00
29	Utility Truck	\$57.00
30	Dump Truck (10 Wheel)	\$85.00
31	Dump Truck (Bobtail)	\$63.00
32	Paint Truck	\$85.00
33	Line Remover	\$26.00
34	Tractor Loader	\$63.00
35	Backhoe	\$85.00
36	Rubber-tired Loader	\$85.00
37	Roller	\$63.00
38	Van	\$37.00
39	Concrete Saw	\$32.00
40	Air Compressor	\$32.00
41	Arrowboard	\$32.00
42	Generator	\$26.00
43	Chainsaw	\$20.00
44	Blower	\$10.00
45	<del>Paving Box</del>	<del>\$63.00</del>
46	<del>Redder</del>	<del>\$63.00</del>
47	High Pressure Sewer Cleaner	\$117.00
48	Brush Chipper	\$42.00
49	Chipper Truck	\$63.00
50	Aerial Unit	\$92.00
51	<del>Street Sweeper</del>	<del>\$92.00</del>
52	Forklift	\$42.00
53	Trailer	\$42.00
54	Message Board	\$10.81
55	Barricades	\$0.23
56	Cones	\$0.15
57	Portable Generators	\$28.04

### Streets Division

### Hazard and/or Debris Removal

58	Staff time spent to conduct hazard and or debris removal caused by citizen negligence	Fully allocated hourly rate of all personnel plus any outside costs
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## PARKS AND PUBLIC WORKS SERVICES

ITEM NO. 9.

### Special Events Fees

<b>59</b>	Staff and equipment for special event requests	Fully allocated hourly rate of all personnel
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### Electric Vehicle Charging Fee

<b>60</b>	System Connection Fee	\$1.00
<b>61</b>	Hourly Charge - 1- 4 hours	\$1.00/hour
<b>62</b>	Hourly Charge - after 4 hours	\$5.00/hour

## POLICE SERVICES

ITEM NO. 9.

### Printing, Copying, and Report Charges

1	8 1/2" x 11 and 8 1/2" x 14	\$.25 per page
2	Copy - Digital	\$10.00 per device
	Police Report/CAD Incident	\$15.00 (up to ten pages) additional \$.25 per page

### Photographs

3	For the first 3	\$42.00
4	Each Additional	\$13.00

### Concealed Weapons

5	Permit Fee, DOJ Fee, and Admin Fee	\$100.00
6	Renewal Permit	\$25.00
7	Amended Permit	\$10.00

### Tow Trucks

8	Tow Permit	\$95.00
9	Driver Permit	\$290.00

### Massage Permit Fees

10	Massage Establishment Permit (initial and subsequent renewals) (Ord 14.110.075)	\$335.00
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***Fee covers staff time to process application, review pertinent documents and obtain all necessary approvals.***

### Special Events

11	ABC Application	No charge
12	No Parking Signs/Required Event Signage	\$1.00/each
13	Officer Staffing	Fully allocated hourly rate of all personnel
14	Bingo Permit	\$50.00

***Other Special Police Services – Pursuant to Agreement between Police Chief and Requestor.***

## POLICE SERVICES

ITEM NO. 9.

### Motion Picture/Television/Commerical Still Photo

15	For-Profit Groups (each)	\$1,609.00
16	Non-For-profit Groups (each)	\$579.00

### Emergency Response Caused By

17	DUI Emergency Accident Response (Government Code Section 53150 and 53155)	Actual costs incurred up to \$12,000.00
18	Second Response due to Disturbances	At current billing rate

### Alarm Fees

19	Commercial Alarm Registration Fee	\$95.00
20	Second False Alarm*	<del>\$170.00</del> \$175.00
21	Third False Alarm*	<del>\$170.00</del> \$175.00
22	Fourth False Alarm*	<del>\$170.00</del> \$175.00
23	Fifth False Alarm*	No response, no charge, at the Chief's discretion

***\*Within a six-month period within a calendar year***

### Citation issued for failure to display appropriate Permit or placard. Dismissal fee in lieu of full Bail Amount

24	Handicap CVC22507.8/22500(1)	\$37.00
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### Parking Permit Fees

#### Residential Parking Permit

25	Annual residential parking permit (Limit 4 per residence)	Vehicle 1: \$52.00
		Vehicle 2: \$72.00
		Vehicle 3: \$92.00
		Vehicle 4: \$112.00
26	Visitor guest passes	Two (2) complimentary with the purchase of the primary permit
27	Special Event Permit -First permit (one day)	\$10.00
28	Special Event Permit -Each Additional (one day)	\$2.00
29	Lost permit replacement	\$37.00
30	Damaged permit or vehicle change (within calendar year)	\$18.00



## POLICE SERVICES

ITEM NO. 9.

### Parking Permit Fees (continued)

#### Business Parking Permit

31	Standard Employee annual	<del>\$0.00</del> No charge at this time
32	Lost permit replacement	\$37.00
33	Damaged permit replacement (with return of permit)	\$18.00

#### Construction Parking Permit

34	One day parking permit per construction vehicle	\$32.00
35	Each additional day per vehicle	\$5.00

### Other Police Fees

36	Subpoena Duces Tecum	Per California Evidence Code Section 1563
37	Solicitor/Peddler's Permit (need to obtain fingerprinting)	<del>\$55.00</del> \$215.00
38	Taxicabs Permit	\$185.00 per business
39	Clearance Letter	\$25.00
40	Horse Drawn Vehicle Permit	\$270.00
41	Firearms Storage Fee	\$245.00 Admin Fee plus \$1.00 per firearm per day for storage
42	Vehicle Release	\$235.00
43	Vehicle Repossession Release Fee (Government Code Section 26751)	\$15.00
44	<del>Non-Los Gatos-Cite Citation</del> Sign Off	<del>\$27.00</del> \$30.00
45	<del>Feral Cat Feeder/Trap Permit</del>	<del>\$42.00</del>

## POLICE SERVICES

ITEM NO. 9.

### Fees Charged by Silicon Valley Animal Control Authority (SVACA) for services provided by SVACA

	Dogs-Altered	1 Year: \$25.00
		2 Year: \$37.00
		3 Year: \$50.00
	Dogs-Unaltered	1 Year: \$100.00
		2 Year: N/A
		3 Year: N/A
	Cats-Altered	1 Year: \$15.00
		2 Year: \$23.00
		3 Year: \$30.00
	Cats-Unaltered	1 Year: \$50.00
		2 Year: N/A
		3 Year: N/A
	Seniors (Over 65)	1 Free License per household
	Late Penalty	\$35.00
	Replacement Tag	\$5.00



FY 2025-26 Fee Consumer Price Index (CPI) Adjustments		
Fee Name	Adopted FY 2024-25	Proposed FY 2025-26
Administrative Services		
Special Event Application Fee, For-Profit	New Event \$910.00	New Event \$935.00
	Repeat Event \$680.00	Repeat Event \$699.00
Special Event Application Fee, Not For-Profit	New Event \$227.00	New Event \$233.00
	Repeat Event \$170.00	Repeat Event \$175.00
Block Party Permit	\$55.00	\$57.00
Temporary Banner Permit	\$105.00	\$108.00
Use of Civic Center Lawn for approved special events	\$55 per hour	\$57 per hour
Use of Town Plaza Park for approved special events	\$55 per hour	\$57 per hour
Street Pole Banner Program	\$220 per banner (includes install and removal)	\$226 per banner (includes install and removal)
General Development Fees		
Address Processing Fee - per address	\$190.00	\$195.00
Annexation Fees		
1 Lot	\$3,590.00	\$3,691.00
2 Lots	\$1,795.00	\$1,845.00
3 Lots	\$1,199.00	\$1,233.00
4 Lots	\$900.00	\$925.00
5 Lot or more	\$715.00	\$735.00
Building Permit Fees		
Fee for issuing/reinstating a Building Permit	\$65.00	\$67.00
Additional Building Permit Fee	\$36.00	\$37.00
Demolition Permit	Residential: \$317.00	\$326.00
	Commercial: \$554.00	\$570.00
New Construction and Addition		
\$1.00 to \$500.00	\$39.00	\$40.00
\$501.00 to \$2,000.00	\$39.00 for the first \$500.00 plus \$5.10 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	\$40.00 for the first \$500.00 plus \$5.24 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$116.00 for the first \$2,000.00 plus \$23.44 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$119.00 for the first \$2,000.00 plus \$24.10 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$655.00 for the first \$25,000.00 plus \$16.91 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$673.00 for the first \$25,000.00 plus \$17.38 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$1,077.00 for the first \$50,000.00 plus \$11.73 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$1,107.00 for the first \$50,000.00 plus \$12.06 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,664.00 for the first \$100,000.00 plus \$9.37 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$1,711.00 for the first \$100,000.00 plus \$9.63 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$5,414.00 for the first \$500,000.00 plus \$7.95 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$5,566.00 for the first \$500,000.00 plus \$8.17 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and over	\$9,391.00 for the first \$1,000,000.00 plus \$5.27 for each additional \$1,000.00 or fraction thereof	\$9,654.00 for the first \$1,000,000.00 plus \$5.42 for each additional \$1,000.00 or fraction thereof
Special Services & Inspections		
Inspection outside normal business hours (4 hr. minimum)	\$229.00/hr.	\$235.00/hr.
Re-inspection fees	\$190.00/hr.	\$195.00/hr.
Inspections for which no fee is specifically indicated (2 hr. minimum)	\$190.00/hr.	\$195.00/hr.
Additional plan review required by changes, additions or revisions to plans (1 hr. minimum)	\$181.00/hr.	\$186.00/hr.
Services for which no fee is specifically indicated (1/2 hr. minimum)	\$190.00/hr.	\$195.00/hr.
Permit/Plan check time extension (per permit) (applies to permits that have not expired)	\$93.00	\$96.00
Express plan review or initial review (1 hr. minimum)	\$190.00/hr.	\$195.00/hr.
Application for the Appeals Building Board Review	\$325.00	\$334.00
Temporary Certificate of Occupancy	\$1,306.00	\$1,343.00

FY 2025-26 Fee Consumer Price Index (CPI) Adjustments		
Fee Name	Adopted FY 2024-25	Proposed FY 2025-26
Other Miscellaneous Factors to Determine Construction Valuation		
Convert Garage to habitable space	\$140.00/sq.ft.	\$144.00/sq.ft.
Convert unfinished basement or attic to habitable	\$151.00/sq.ft.	\$155.00/sq.ft.
Pools/Spas (gunite)	\$90.00/sq.ft	\$93.00/sq.ft
Siding - aluminum/vinyl/wood	\$38.00/sq.ft.	\$39.00/sq.ft.
Commercial Awning or Canopy	Aluminum \$38.00/sq. ft.	Aluminum \$39.00/sq.ft.
	Canvas \$28.00/sq. ft.	Canvas \$29.00/sq.ft.
Fence or Freestanding Wall (over 6" high)	Wood or metal \$59.00/lf.	Wood or metal \$61.00/sq.ft.
	Masonry \$101.00/lf.	Masonry \$104.00/sq.ft.
Decks/Balcony	\$56.00/sq.ft.	\$58.00/sq.ft.
Wood Deck	\$24.00/sq.ft.	\$25.00/sq.ft.
Re-roofs	\$3.37/sq.ft.	\$3.46/sq.ft.
Retaining Walls	\$127.00/sq.ft.	\$131.00/sq.ft.
Special Systems Fees		
Emergency generation, wind power, special HVAC systems, etc.	Plan Review (1 hr. minimum) \$181.00/hr.	Plan Review (1 hr. minimum) \$186.00/hr.
	Field Inspection (2 hr. minimum) \$190.00/hr.	Field Inspection (2 hr. minimum) \$195.00/hr.
Photovoltaic - Roof & Ground Mounted - Residential	Plan Review (1/4 hr. minimum) \$181.00/hr.	Plan Review (1/4 hr. minimum) \$186.00/hr.
	Field Inspection (1 hr. minimum) \$190.00/hr.	Field Inspection (1 hr. minimum) \$195.00/hr.
Photovoltaic - Roof & Ground Mounted - Commercial	Plan Review (1 hr. minimum) \$181.00/hr.	Plan Review (1 hr. minimum) \$186.00/hr.
	Field Inspection (2 hr. minimum) \$190.00/hr.	Field Inspection (2 hr. minimum) \$195.00/hr.
Electrical Permit Fees		
Fee for issuing/reinstating an Electrical Permit	\$65.00	\$67.00
Additional Electrical Permit Fee	\$29.00	\$30.00
Plan Review & Re-inspection Fees		
Additional plan review	\$181.00/hr.	\$186.00/hr.
Re-inspection fee	\$190.00/hr.	\$195.00/hr.
System Fee Schedule		
Private swimming pools	\$76.00	\$78.00
Public swimming pools	\$137.00	\$141.00
Temporary power poles	\$93.00	\$96.00
Temporary distribution system & temporary lighting	\$46.00	\$47.00
Installation of illuminated signs (each)	\$120.00	\$123.00
Unit Fee Schedule		
Receptacle, switch and lights	\$2.26	\$2.32
Residential appliances/new circuits (cook top, oven, range, disposals, clothes dryers, or other motor operated appliances not exceeding one horsepower)	\$7.25	\$7.45
Nonresidential appliances/new circuits (medical & dental devices, food, beverage, drinking fountains, laundry machines, or other similar equipment) NOTE: for other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Generators/Motors	\$9.32	\$9.58
Power apparatus (generators, transformers, A/C, heat pumps, baking equipment)	Up to 10 KV, each \$19.00	Up to 10 KV, each \$20.00
	Over 10 KV not over 50 KV, each \$38.00	Over 10 KV not over 50 KV, each \$39.00
	Over 50 KV and not over 100 KV, each \$76.00	Over 50 KV and not over 100 KV, each \$78.00
	Over 100 KV, each \$100.00	Over 100 KV, each \$103.00
Motors	Up to 10 hp \$19.00	Up to 10 hp \$20.00
	Up to 25 hp \$38.00	Up to 25 hp \$39.00
	Up to 55 hp \$76.00	Up to 55 hp \$78.00
	Over 55 hp \$110.00	Over 55 hp \$113.00
Transformers	Up to 5 KVA \$19.00	Up to 5 KVA \$20.00
	Up to 10 KVA \$38.00	Up to 10 KVA \$39.00
	Up to 50 KVA \$63.00	Up to 50 KVA \$65.00
	Over 50 KVA \$92.00	Over 50 KVA \$95.00
Busways/conduits (per 100 ft)	\$9.32	\$9.58
Service equipment	200 amps or less \$93.00	200 amps or less \$96.00
	201 to 999 amps \$128.00	201 to 999 amps \$132.00
	Sub-panels \$46.00	Sub-panels \$47.00
Installation of spas or saunas	\$46.00	\$47.00
Other Electrical Fees		
Duplicate job card	\$29.00	\$30.00
Permit extension (applies to permits that have not expired)	\$93.00	\$96.00

FY 2025-26 Fee Consumer Price Index (CPI) Adjustments		
Fee Name	Adopted FY 2024-25	Proposed FY 2025-26
Mechanical Permit Fees		
Fee for issuing/reinstating a Mechanical Permit	\$65.00	\$67.00
Additional Mechanical Permit Fee	\$29.00	\$30.00
Plan Review & Re-inspection Fees		
Additional plan review	\$181.00/hr.	\$186.00/hr.
Re-inspection fee	\$190.00/hr.	\$195.00/hr.
Unit Fee Schedule		
Installation, of each heating system, A/C, boiler, compressor or air handler	\$46.00	\$47.00
Each duct repair or alteration	\$13.46	\$14.00
Each fireplace appliance	\$38.00	\$39.00
Each ventilating fan	\$13.46	\$14.00
Installation of separate flue or vents not included with the installation of an appliance	\$13.46	\$14.00
Installation of each hood with mechanical exhaust	Residential \$38.00	Residential \$39.00
	Commercial \$137.00	Commercial \$141.00
Each new or repair of gas piping system	\$84.00	\$86.00
Each additional gas outlet	\$27.00	\$28.00
Installation of evaporative cooler	\$38.00	\$39.00
Other Mechanical Fees		
Duplicate job card	\$29.00	\$30.00
Permit extension (applies to permits that have not expired)	\$93.00	\$96.00
Plumbing Permit Fees		
Fee for issuing/reinstating a Plumbing Permit	\$65.00	\$67.00
Additional Plumbing Permit Fee	\$29.00	\$30.00
Plan Review & Re-inspection Fees		
Additional plan review	\$175.00/hr.	\$186.00/hr.
Re-inspection fee	\$184.00/hr.	\$195.00/hr.
System Fee Schedule		
Private swimming pools (including heater, water piping, gas piping)	\$110.00	\$113.00
Public swimming pools (including heater, water piping, gas piping)	\$165.00	\$170.00
Lawn sprinkler system on one meter	\$46.00	\$47.00
Each new or repair of gas piping system	\$84.00	\$86.00
Each drainage, sewer system	\$46.00	\$47.00
Radiant floor heating system	\$137.00	\$141.00
Unit Fee Schedule		
Each plumbing fixture or trap or set of fixtures on one trap	\$13.46	\$14.00
Each sewer cleanout, backflow device	\$13.46	\$14.00
Each septic system abatement	\$137.00	\$141.00
Rainwater systems - per drain (inside building)	\$13.46	\$14.00
Each water heater, water softener	\$38.00	\$39.00
Each grease interceptor (750 gallon capacity)	\$93.00	\$96.00
Each grease trap (1-4 fixtures)	\$53.00	\$54.00
Residential water re-piping	\$137.00	\$141.00
Each ejector/sump pump	\$46.00	\$47.00
Each vacuum breaker/hose bib	\$13.46	\$14.00
Each water piping system repair or replacement	\$28.00	\$29.00
Each additional gas outlet	\$28.00	\$29.00
Other Plumbing Fees		
Duplicate job card	\$29.00	\$30.00
Permit extension (applies to permits that have not expired)	\$93.00	\$96.00
Other Fees		
Duplicate Inspection Card	\$36.00	\$37.00
NPDES Inspection Fee (Charged on all building permits with the potential to generate non-point source storm water runoff during construction)	\$84.00	\$86.00
Architecture and Site Applications - Planning Commission Approval		
Supplemental fee DRC applications as determined with fee #146 or minor residential development applications or applications that are part of a Planned Development that require Planning Commission approval	\$3,778.00	\$3,884.00
Conditional Use Permits		
Conditional Use Permit (when consolidated with another application for new development) <i>Engineering Development Review Service Fee</i>	\$923.00	\$949.00
Applications that require Town Council Approval (these fees supplement the above established fees)	\$3,592.00	\$3,693.00

FY 2025-26 Fee Consumer Price Index (CPI) Adjustments		
Fee Name	Adopted FY 2024-25	Proposed FY 2025-26
Planning Division Certificates of Use and Occupancy		
Change of use	\$274.00	\$282.00
Change of occupancy (excluding change of proprietor of a continuing business enterprise)	\$184.00	\$189.00
Sign Application		
New permanent sign	\$369.00	\$379.00
Change of face only	\$184.00	\$189.00
Sign program	\$2,474.00	\$2,543.00
Administrative Land Use Permit		
Minor telecommunications facility (i.e. microcell, 8,021 lb. or equivalent)	\$1,831.00	\$1,882.00
Other Zoning Approvals Fees		
Variance <i>Engineering Development Review Service Fee</i>	\$1,611.00	\$1,656.00
Agricultural Preserve Withdrawal	\$4,544.00	\$4,671.00
Home Occupation Permit	\$184.00	\$189.00
Two-Unit Housing Development	\$1,598.00	\$1,643.00
Urban Lot Split	\$1,598.00	\$1,643.00
Subdivisions		
4 Lots or Less (DRC Approval)	\$10,226.00	\$10,512.00
5 Lots or More	\$11,520.00	\$11,843.00
Certificate of Compliance (DRC Approval)	\$3,668.00	\$3,771.00
VTM applications that require Town Council approval, Subdivision and/or DRC applications that require Planning Commission approval. This fee supplements the above-established fees.	\$3,368.00	\$3,462.00
Miscellaneous Application Fees		
News rack Permit Fee	\$465.00	\$478.00
Environmental Assessment Fees		
<i>Engineering Development Review Service Fee</i>	\$2,303.00	\$2,367.00
Appeals		
Fee to appeal Planning Commission decision to Town Council	Per Residential \$523.00	Per Residential \$538.00
	Per Commercial, multi-family or tentative map \$2,102.00	Per Commercial, multi-family or tentative map \$2,161.00
Fee to appeal Director of Community Development or Development Review Committee decision to Planning Commission	Per Residential \$264.00	Per Residential \$271.00
	Per Commercial \$1,052.00	Per Commercial \$1,081.00
Zoning Research		
Basic Zoning Letter	\$184.00	\$189.00
Legal non-conforming verification	\$775.00	\$797.00
Storm Drainage Fees		
Development Projects	Single family lots Section 24.60.035(b) (3): For subdivision whose lots exceed one acre, the fee shall not exceed that of one acre per lot \$5,041.00/ac.	Single family lots Section 24.60.035(b) (3): For subdivision whose lots exceed one acre, the fee shall not exceed that of one acre per lot \$5,182.00/ac.
	Multiple family dwelling units - initial unit \$5,041.00/ac.	Multiple family dwelling units - initial unit \$5,182.00/ac.
	Multiple family dwelling units - each unit after initial (not to exceed \$5,205.00/ac.) \$189	Multiple family dwelling units - each unit after initial (not to exceed \$5,351.00/ac.) \$194
	Commercial, industrial, hospitals, churches, schools, and others \$6,304.00/ac.	Commercial, industrial, hospitals, churches, schools, and others \$6,481.00/ac.

FY 2025-26 Building Cost Index (BCI) Adjustments		
Construction Activities Mitigation Fee		
Fee Name	Adopted FY 2024-25	Proposed FY 2025-26
New Buildings and Additions	Residential (per square foot added) \$1.48/sq.ft.*	Residential (per square foot added) \$1.51/sq.ft.*
	Non-residential (per square foot added) \$1.48/sq.ft.*	Non-residential (per square foot added) \$1.51/sq.ft.*



## FY 2025-26 Fee Adjustments, Reclassifications, Deletions and Additions

Fee Name	FY 2024-25 Adopted	FY 2025-26 Proposed
<b>Administrative Fees</b>		
Fee for Town Hall Facilities Use	Non Profit: \$0.00 per hour For Profit: \$55.00 per hour	Delete Fee
Building Attendant	\$20.00 per hour	Delete Fee
Special Event Road Closure Review and Inspection	\$225.00	\$228.44
Temporary Encroachment Permit	\$173.00	Delete Fee
Police Officer	\$251.55 per hour	\$303.45 per hour
Lead Parks and Public Works Maintenance Worker	\$130.17 per hour	\$142.63 per hour
Parks and Public Works Maintenance Worker	\$108.55 per hour	\$118.74 per hour
Events with live music (either played by disc jockey, electronic playlist, or performed by musicians in a public setting)	N/A	\$65.00 per event
Town Credit Card Processing Fee	2.40%	2.49%
Tyler Technologies: Enterprise ERP Payment	N/A	3.95%
Tyler Technologies: Payer eCheck Cost	N/A	\$1.95
Tyler Technologies: eCheck Rejects	N/A	\$5.00
Tyler Technologies: Credit Card Chargebacks	N/A	\$15.00
<b>Development Fees</b>		
Engineering Development Review Service Fee Building Permit and Building Plan Check	5% of permit or plan check	Delete Fee
BMP Document Processing Fee	\$686.00	\$987.00
Los Gatos Boulevard Plan	\$9.50	Delete Fee
New single family detached (HR and RC zones)	\$10,707.00	\$17,695.00
<i>Engineering Development Review Service Fee</i>	\$4,950.00	\$5,043.00
New non-custom single family detached (HR and RC zones) per unit/model, as part of a Planned Development**	\$7,435.00	\$13,708.00
<i>Engineering Development Review Service Fee</i>	\$4,947.00	\$5,426.00
New single family or two family units	\$7,379.00	\$15,037.00
<i>Engineering Development Review Service Fee</i>	\$4,948.00	\$5,426.00
New single family or two-family (any other zone) per unit/model new nonresidential or multiple family per building as part of a Planned Development**	\$5,272.00	\$12,378.00
<i>Engineering Development Review Service Fee</i>	\$4,952.00	\$5,426.00
Minor projects (a development proposal that does not significantly change the size, mass, appearance or neighborhood impact of a structure, property or parking lot i.e. minor grading permit)	\$2,674.00	\$9,720.00
<i>Engineering Development Review Service Fee</i>	\$3,799.00	\$3,893.00
Supplemental fee DRC applications as determined with fee #148 or minor residential development applications or applications that are part of a Planned Development that require Planning Commission approval	\$1,380.00	\$1,840.00
<i>Engineering Development Review Service Fee</i>		
New two family unit	\$11,254.00	\$18,921.00
<i>Engineering Development Review Service Fee</i>	\$4,950.00	\$5,626.00
New nonresidential (includes conceptual Planned Development elevations and mixed use that includes two or fewer buildings)	\$12,917.00	\$18,921.00
<i>Engineering Development Review Service Fee</i>	\$4,950.00	\$7,233.00

## FY 2025-26 Fee Adjustments, Reclassifications, Deletions and Additions

Fee Name	FY 2024-25 Adopted	FY 2025-26 Proposed
New multiple family (includes conceptual Planned Development elevations that include two or fewer buildings)	\$11,743.00	\$21,313.00
<i>Engineering Development Review Service Fee</i>	\$4,948.00	\$12,681.00
New multiple family, mixed use, or non residential project with more than two buildings	Actual Cost and minimum \$20,000	Planning: Actual Cost and minimum \$20,000 deposit and Engineering: Actual Cost and minimum \$20,000 deposit
Conditional Use Permit	\$7,574.00	\$11,847.00
<i>Engineering Development Review Service Fee</i>	\$1,611.00	\$2,331.00
Conditional Use Permit (when consolidated with another application for new development)	\$1,259.00	\$7,976.00
Conditional Use Permit (DRC Approval)	\$4,609.00	\$7,061.00
<i>Engineering Development Review Service Fee</i>	\$1,383.00	\$1,460.00
Applications that require Town Council Approval (these fees supplement the above established fees) <i>Engineering Development Review Service Fee</i>	\$1,381.00	\$2,506.00
Temporary nonresidential sign	\$118.00	\$190.00
Major telecommunications facility which do not require a Conditional Use Permit	\$4,389.00	\$4,542.00
Variance	\$5,570.00	\$9,720.00
Minor Residential Development (see #152)	\$2,674.00	\$3,334.00
<i>Engineering Development Review Service Fee</i>	N/A	\$4,639.00
Two-Unit Housing Development <i>Engineering Development Service Fee</i>	N/A	\$5,960.00
Urban Lot Split <i>Engineering Development Service Fee</i>	N/A	\$2,155.00
Lot Line Adjustment (DRC Approval)	\$2,538.00	\$2,707.00
<i>Engineering Development Review Service Fee</i>	\$4,259.00	\$1,419.00 plus initial deposit of \$3,000.00 for surveyor
4 Lots or Less (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$4,723.00	\$2,343.00 plus initial deposit of \$3,000.00 for surveyor
4 Lots or Less (as part of a Planned Development) (DRC Approval)	\$4,223.00	\$6,525.00
<i>Engineering Development Review Service Fee</i>	\$4,952.00	\$2,542.00 plus initial deposit of \$3,000.00 for surveyor
5 Lots or More <i>Engineering Development Review Service Fee</i>	\$6,100.00	\$6,177.00 plus initial deposit of \$3,000.00 for surveyor
5 Lots or More (as part of a Planned Development) (DRC Approval)	\$4,951.00	\$6,525.00
<i>Engineering Development Review Service Fee</i>	\$6,103.00	\$6,327.00 plus initial deposit of \$3,000.00 per surveyor
Lot Merger and Reversion to Acreage (DRC Approval)	\$1,258.00	\$2,176.00
<i>Engineering Development Review Service Fee</i>	\$4,258.00	\$3,683.00
Condominium	\$8,878.00	\$9,182.00
<i>Engineering Development Review Service Fee</i>	N/A	\$4,682.00
Condominium (as part of a Planned Development)	\$4,223.00	\$5,198.00
<i>Engineering Development Review Service Fee</i>	N/A	\$4,682.00
Certificate of Compliance (DRC Approval) <i>Engineering Development Review Service Fee</i>	\$2,646.00	\$3,442.00

## FY 2025-26 Fee Adjustments, Reclassifications, Deletions and Additions

Fee Name	FY 2024-25 Adopted	FY 2025-26 Proposed
VTM applications that require Town Council approval, Subdivision and/or DRC applications that require Planning Commission approval. This fee supplements the above-established fees. <i>Engineering Development Review Service Fee</i>	N/A	\$8,022.00
Sidewalk Vending Permit	\$587.00	\$723.00
Auto Dealer Events	Smaller Promotional Events \$98.00	Smaller Promotional Events \$1,643.00
	Large Promotional Events \$478.00	Large Promotional Events \$1,643.00
Draft Initial Study Review Fee (or actual cost if part of a Planned Development, General Plan and/or Town Code Amendment)	\$3,322.00	\$4,762.00
Tree Appeals	\$107.00	\$3,886.00
Reconstruction of legal non-conforming structures (Burndown Letter)	\$329.00	\$398.00
Fence Height Exceptions	\$329.00	\$533.00
<i>Engineering Development Review Service Fee</i>	N/A	\$1,857.00
Less than 50 CY	N/A	\$653.00
50 to 100 cubic yards		
For the first 50 CY	N/A	\$4,163.00
For each add'l cubic yard or fraction thereof up to 100 CY	N/A	\$48.00
100 to 1,000 cubic yards		
For the first 100 CY	N/A	\$6,526.00
For each add'l 100 cubic yard or fraction thereof up to 1,000 CY	N/A	\$690.00
1,0001 to 10,000 cubic yards		
For the first 1,000 CY	N/A	\$12,737.00
For each add'l 1,000 cubic yard or fraction thereof up to 10,000 CY	N/A	\$2,010.00
10,001 to 100,000 cubic yards		
For the first 10,000 CY	N/A	\$30,824.00
For each add'l 1,000 cubic yard or fraction thereof up to 100,000 CY	N/A	\$702.00
100,001 cubic yards or more		
For the first 100,000 CY	N/A	\$94,040.00
For each add'l 1,000 cubic yards	N/A	\$702.00
Application Fee	\$585.00	Delete Fee
Under \$20,000.00	15.5% of valuation	Delete Fee
\$20,000.00 to \$80,000.00	\$3,697.00 plus 9% of valuation	Delete Fee
Greater than \$80,000	\$10,137.00 plus 8.5% valuation	Delete Fee
Each additional plan check beyond three reviews	Fully allocated hourly rate for all personnel	Delete Fee
Under \$20,000	7.5% of valuation	Delete Fee
\$20,001.00 to \$80,000.00	\$1,790.00 plus 6.5% of valuation	Delete Fee
Greater than \$80,001.00	\$6,440.00 plus 4.0% of valuation	Delete Fee
Encroachment Permit - Residential	Work up to \$4,000.00 - \$363.00	Work up to \$4,000.00 - \$789.00
	Each additional \$2,000.00 - \$190.00	Each additional \$2,000.00 - \$413.00
Encroachment Permit - Collector/Arterial Streets**	Work up to \$4,000.00 - \$1,884.00	Work up to \$4,000.00 - \$2,172.00
	Each additional \$2,000.00 - \$411.00	Each additional \$2,000.00 - \$904.00
Outside contractor underground utility locating	\$95.00	\$234.00

## FY 2025-26 Fee Adjustments, Reclassifications, Deletions and Additions

Fee Name	FY 2024-25 Adopted	FY 2025-26 Proposed
Temporary Encroachment Permit	\$179.00	\$603.00
Dumpster Permit	\$179.00	\$486.00
Storage Permit	\$179.00***	\$486.00
Inspection Fee - Grading Permits	Single Family Residential \$870.00	Single Family Residential \$885.00
	Commercial or Multi Family Residential \$1,354.00	Commercial or Multi Family Residential \$1,653.00
Inspection Fee - Encroachment Permits and Some Storage Permits	Single Family Residential \$239.00	Single Family Residential \$405.00
	Commercial or Multi Family Residential \$387.00	Commercial or Multi Family Residential \$650.00
	Plus \$579.00 per LID facility	Plus \$600.00 per LID facility
Inspection of Storm Water Treatment Measures	\$597.00 per facility	\$600.00 per facility
Annual Stormwater/Limited Impact Development (LID) Permit	Per Visit and 1st facility inspection \$579.00	Per Visit and 1st facility inspection \$614.00
	Every additional facility inspection \$190.00	Every additional facility inspection \$194.00
C-3 Permit Hydrologic Calculation	Fully allocated hourly rate for all personnel plus any outside cost and initial deposit of \$3,750.00	Fully allocated hourly rate for all personnel plus any outside cost and initial deposit of \$5,000.00
1-4 lots	\$3,404.00*	\$4,196.00
	Certificate of Correction plus 25% administrative fee	Certificate of Correction \$1,500.00 Deposit plus 25% administrative fee
5 or more lots	\$4,764.00*	\$5,120.00
	Certificate of Correction plus 25% administrative fee	Certificate of Correction \$1,500.00 Deposit plus 25% administrative fee
Development Review (staff traffic impact analysis or Parking Study)	Consultant Report - Consultant Fee	Consultant Report - Consultant Fee and Actual Cost
Staff Review Fee	\$792.00 plus 10% of the traffic consultant report cost	Actual Cost
Site Distance Analysis	\$213.00 per review not to exceed two hours. Actual cost for staff time when analysis exceeds two hours.	\$560.00
Sidewalks	\$20.00/sq.ft.	\$25.00/sq.ft.
Trail Improvements	\$16.00/per sq.ft. or determined by Director	\$18.00/per sq.ft. or determined by Director
House Moving Fee	\$4,162.00	\$4,851.00
Engineering Reversion to Acreage	\$2,856.00 plus initial deposit of \$2,500 for surveyor	\$3,272.00 plus initial deposit of \$3,000.00 for surveyor
Engineering Lot Merger	\$4,149.00 plus surveyor deposit	\$4,260.00 plus initial deposit of \$3,000.00 surveyor deposit
Engineering Lot Line Adjustments	\$4,149.00 plus surveyor deposit	\$4,260.00 plus initial deposit of \$3,000.00 surveyor deposit
Certificate of Compliance	\$4,149.00 plus surveyor deposit	\$4,260.00 plus initial deposit of \$3,000.00 surveyor deposit
Abandon Excess Public Right-of-Way & Public Easement	\$5,181.00 plus surveyor and valuation consultant and planning services	\$5,695.00 plus initial deposit of \$3,000 surveyor deposit

## FY 2025-26 Fee Adjustments, Reclassifications, Deletions and Additions

Fee Name	FY 2024-25 Adopted	FY 2025-26 Proposed
Geotechnical Peer Review Fees	Consultant fee deposit of \$3,000 plus 25% Administrative fee. Larger projects require an initial deposit of \$4,500 (plus 25% administrative fee) to allow for a site visit by the geotechnical peer review consultant	Consultant fee deposit of \$3,500.00 plus Actual Cost**. Larger projects require an initial deposit of \$5,600 plus Actual Cost** to allow for a site visit by the geotechnical peer review consultant
Separate Instrument Dedication Fee (for dedication via grant deeds and not maps)	\$858.00 plus initial deposit of \$2,500 for surveyor	\$1,050.00 plus initial deposit of \$2,500 for surveyor
Slurry Seal Fee	\$3.00/sq.yd.	\$21.00/sq.yd.
Miscellaneous Review Fee*	Actual Cost (including staff and consultant time)	Consultant Cost plus Actual Cost **
Engineering Development Review Services Fee – Over-the-Counter Building Permit and Building Plan Check	N/A	10% permit or plan check
Entitlement Application - Consultant Plan Review - 10+ Units	Engineering Development Review Service fees listed in the Planning Division Fees (Fees 148-238), plus all outside consultant costs, with \$10,000 initial deposit paid at time of application	Delete Fee
Building Permit Application - Consultant Plan Review and Inspection Services - 10+ Units	All outside consultant costs, with \$10,000 initial deposit paid at time of application	Delete Fee
Pass Through to Consultant – Land Development – Entitlement Process Reviews	N/A	Pass-Through Deposit and Actual Staff Cost
Pass Through to Consultant – Land Development – Building Permit Process Reviews	N/A	Pass-Through Deposit and Actual Staff Cost
Pass Through to Consultant – Encroachment – Job value less than \$10,000.00	N/A	Pass-Through Deposit and Actual Staff Cost
Pass Through to Consultant – Encroachment – Job value greater than \$10,000.00	N/A	Pass-Through Deposit and Actual Staff Cost
Pass Through to Consultant – Utility Projects – PG&E, San Jose Water Company, West Valley Collection, etc.	N/A	Pass-Through Deposit and Actual Staff Cost
<b>Parks and Public Works Fees</b>		
Paving Box	\$63.00	Delete Fee
Rodder	\$63.00	Delete Fee
Street Sweeper	\$92.00	Delete Fee
<b>Police Fees</b>		
Police Reports/CAD Incident	N/A	\$15.00 (up to ten pages) additional \$.25 per page
Second False Alarm	\$170.00	\$175.00
Third False Alarm	\$170.00	\$175.00
Fourth False Alarm	\$170.00	\$175.00
Standard Employee Annual	\$0.00	No charge at this time
Solicitor/Peddler's Permit (need to obtain fingerprinting)	\$55.00	\$215.00
Non-Los Gatos Cite Sign Off	\$27.00	\$30.00
Feral Cat Feeder/Trap Permit	\$42.00	Delete Fee
Dogs-Altered	N/A	1 Year: \$25.00
		2 Year: \$37.00
		3 Year: \$50.00

## FY 2025-26 Fee Adjustments, Reclassifications, Deletions and Additions

Fee Name	FY 2024-25 Adopted	FY 2025-26 Proposed
Dogs-Unaltered	N/A	1 Year: \$100.00
		2 Year: N/A
		3 Year: N/A
Cats-Altered	N/A	1 Year: \$15.00
		2 Year: \$23.00
		3 Year: \$30.00
Cats-Unaltered	N/A	1 Year: \$50.00
		2 Year: N/A
		3 Year: N/A
Seniors (Over 65)	N/A	1 Free License per household
Late Penalty	N/A	\$35.00
Replacement Tag	N/A	\$5.00

## DRAFT RESOLUTION

### RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS CONTINUING DEPARTMENT ADMINISTRATIVE FINES AND PENALTIES, AND AMENDING CERTAIN ADMINISTRATIVE FINES AND PENALTIES EFFECTIVE JULY 1, 2025

**WHEREAS**, per Resolution 2004-97 fines and penalties for violation of the Los Gatos Town Code shall be set forth in a schedule; and

**WHEREAS**, the last update of the Town of Los Gatos Administrative Fine and Penalty Schedule was adopted on November 7, 2023; and

**WHEREAS**, those fines and penalties currently in effect will remain in effect without interruption, certain of these shall be increased to reflect best municipal practices, and new fines and penalties will be added;

**WHEREAS**, the Town Council finds that the proposed Town of Los Gatos Administrative Fine and Penalty Schedule reflect amounts that are: 1) not a tax; 2) no more than necessary to cover reasonable costs of governmental activity; and 3) allocated to a payor in a manner by which those fines and penalties bear a fair and reasonable relationship to the payor's burdens on or benefits received from the governmental activity; and

**WHEREAS**, in accordance with Government Code Section 66018, notice of the public hearing regarding the proposed changes to the Town of Los Gatos Administrative Fine and Penalty Schedule was published in the manner set forth in Government Code Section 6062a; and

**WHEREAS**, a public hearing was held by the Town Council of the Town of Los Gatos at a regularly scheduled meeting, providing an opportunity for interested members of the public to make oral and/or written presentations to the Town Council regarding the proposed Town of Los Gatos Administrative Fine and Penalty Schedule; and

**WHEREAS**, these fines and penalties are not a project subject to CEQA.

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

1. That Resolution 2024-033, "Resolution of the Town Council of the Town of Los Gatos Continuing Department Fines, Amending Certain Fines for FY 2024/25" is hereby rescinded upon the date that the new Administrative Fine and Penalty Schedule takes

effect; and

2. The Town of Los Gatos Administrative Fine and Penalty Schedule, attached hereto as Exhibit A, is adopted and shall become effective July 1, 2025.

**PASSED AND ADOPTED** at a regular meeting of the Town Council held on the 6<sup>th</sup> day of May 2025 by the following vote:

**COUNCIL MEMBERS:**

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTACHMENT 1

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

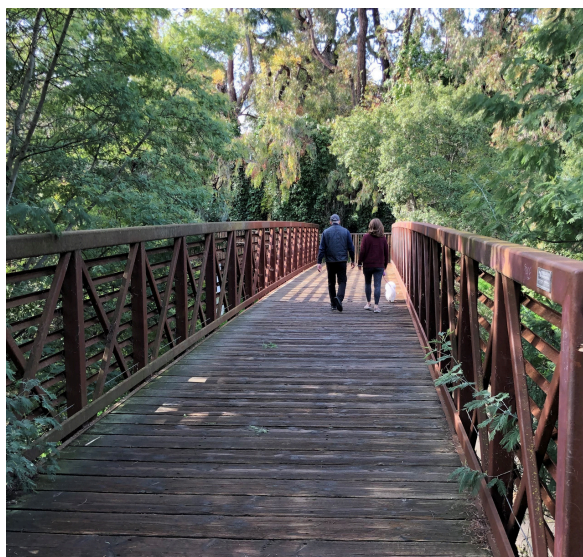
TOWN CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_





# TOWN OF LOS GATOS CALIFORNIA



## ADMINISTRATIVE FINE AND PENALTY SCHEDULE (REDLINED) FISCAL YEAR 2025-26

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## ADMINISTRATIVE FINES AND PENALTIES – TOWN CODE VIOLATION

Administrative penalties for violation of the Los Gatos Town Code shall be set forth as the below schedule, except:

The administrative penalties for all violations of the Town Code not specifically set forth in the below schedule and do not involve violations of local building and safety codes shall be:

1. one hundred dollars (\$100) for first violation;
2. two hundred and fifty dollars (~~\$250~~ **\$200**) for second violation;
3. five hundred dollars (\$500) for each additional violation within one year.

The administrative penalties for all violations of the Town Code not specifically set forth in the below schedule and that involve violations of local building and safety codes and are not otherwise designated as misdemeanors shall be:

1. one hundred dollars (~~\$100~~ **\$130**) for first violation;
2. five hundred dollars (~~\$500~~ **\$700**) for second violation within one year;
3. one thousand dollars (~~\$1,000~~ **\$1,300**) for each additional violation within one year.

The administrative penalties for all knowing and willful violations of the Town Code shall be:

1. five hundred dollars (\$500) for first violation;
2. one thousand dollars (\$1,000) for each additional violation within thirty-six month thereafter.

For all California Vehicle Code violations, please contact the Superior Court of California County of Santa Clara.

## ADMINISTRATIVE FINES AND PENALTIES – TOWN CODE VIOLATION

SECTION	OFFENSE	AMOUNT
1.30.025(c)	Late Payment of Fines/Penalties	100% of fine
4.10.030(a)	Animal bites, failure to report	\$150.00
4.10.030(c)	Quarantine violation	\$500.00
4.10.075	Animals and Vehicles	
	First offense	\$100.00
	Second offense within 2 years	\$200.00
	Third subsequent offense within 2 years	\$500.00
4.40.005	Restraint of Dogs	\$100.00
4.40.015	Vaccination of dogs and cats	\$250.00
4.40.020	Registration of dangerous dogs	\$250.00
4.80.050	Penalty, abatement	\$100.00
5.10.030	Riding on sidewalks and pedestrian paths	
	First Offense	\$50.00
	Second Offense	\$75.00
	Third Offense	\$100.00
5.10.040	Riding in groups	
	First Offense	\$50.00
	Second Offense	\$75.00
	Third Offense	\$100.00
5.10.050	Racing	
	First Offense	\$50.00
	Second Offense	\$75.00
	Third Offense	\$100.00
5.10.060	Trick riding	
	First Offense	\$50.00
	Second Offense	\$75.00
	Third Offense	\$100.00
5.10.070	Riding in playgrounds or school grounds	
	First Offense	\$50.00
	Second Offense	\$75.00
	Third Offense	\$100.00
5.10.080	Parking	
	First Offense	\$50.00
	Second Offense	\$75.00
	Third Offense	\$100.00
6.30.01	Building permit requirements	\$50.00
6.40.010	Order to vacate or abate	\$100.00
6.80.010	Order to vacate	\$100.00
11.10.055	Illegal dumping (outside park)	\$200.00
11.40.030	Single use carry-out bags	
	First violation	\$100.00
	Second violation within 1 year	\$200.00
	For each additional violation within 1 year	\$500.00

## ADMINISTRATIVE FINES AND PENALTIES – TOWN CODE VIOLATION

SECTION	OFFENSE	AMOUNT
13.20.02	Improper storage of hazardous material	\$100.00
13.20.305	Permit Required for Storage of Hazardous Material	\$100.00
14.40.105	Peddlers / Solicitors	\$100.00
14.100.020(a)	Special event	\$100.00
14.140.085	Short-term rentals	
	First offense	Warning
	Second offense	\$250.00
	Third offense within 12-month period incurs fine and immediate revocation of the short-term rental license	\$500.00
15.10.025	Roller skating in street	\$100.00
15.10.030	Skateboarding or roller skating	\$100.00
15.10.035	Driving on private property	\$100.00
15.30.035	Entering intersections, etc., without sufficient space on other side	\$135.00
15.30.115	Cruising	
	First offense	\$100.00
	Second offense	\$200.00
	Third or subsequent offense within 2 years	\$250.00
15.40.015	Overtime Parking	\$42.00
15.40.060	Sleeping in vehicle after being warned	\$50.00
15.40.065	Vehicle Storage on Street	\$67.00
15.40.070	Commercial Vehicles in Residential Zones	\$67.00
15.40.075	For Sale/Non Emergency Repair	\$42.00
15.40.080	Preferential Parking	\$52.00
15.40.080(b)	Permit Required Area	\$52.00
15.40.080(c)	Fraudulent use of Permit	\$107.00
15.40.085	Posted no Parking Special Events	\$42.00
15.40.090	Parking on Parkway	\$42.00
15.40.095	Marked Parking Space	\$42.00
15.40.100	Parking on Grade	\$42.00
15.40.105	Designated Parking VC22507.8	\$292.00
15.40.110	Marked Curb	\$42.00
15.40.275	Parking in Alleys Restricted to Loading or Unloading	\$42.00
15.50.025	Standing in roadway	\$25.00
16.20.010	Curfew noise disturbance/Noise Limits	\$500.00
16.20.015	Exterior noise levels for residential zones	\$500.00
16.20.020	Exterior noise levels for multi-family residence	\$500.00
16.20.025	Noise levels for commercial / industrial zones	\$500.00
16.20.030	Public property noise limits	\$500.00
16.20.035	Construction	\$500.00
16.20.040	Amplified sound	\$500.00
16.20.045	Street sales	\$500.00



## ADMINISTRATIVE FINES AND PENALTIES – TOWN CODE VIOLATION

SECTION	OFFENSE	AMOUNT
16.20.050	Animals and birds	
	First offense	\$50.00
	Second offense within 2 years	\$200.00
	Third or subsequent offense within 2 years	\$500.00
16.20.055	Motor vehicles	\$500.00
16.20.060	Powered equipment	\$500.00
18.10.015(a)	Drinking in public	\$100.00
18.10.015(b)	Open container in public	\$100.00
18.10.020	Meetings (disturbing)	\$100.00
18.30.040	Violation of the Social Host Ordinance	\$1,500.00
	Second or subsequent offense	\$3,000.00
18.60.020(m)	Penalties for tobacco retailing violation by a retailer with a permit	
	First Offense	\$1,000.00
	Second Offense within a 60-month period	\$2,500.00
	Third Offense within a 60-month period	\$5,000.00
18.60.020(n)	Penalties for tobacco retailing without a permit	
	First Offense	\$2,500.00
	Second Offense within a 60-month period	\$5,000.00
	Third Offense within a 60-month period	\$10,000.00
18.50.010	Crowds, dispersement	\$100.00
18.70.010	Discharge of firearm, etc. in Town	\$200.00
18.70.035	Sling shot	\$200.00
19.10.020(1)-(5)	Certain acts prohibited within park property	\$100.00
19.10.025(1)-(5)	Behavior of persons within park property	\$100.00
19.10.025(6)	Possess or ignite explosive, fireworks, rockets, etc	\$200.00
19.10.025(7)	Make or kindle a fire except in approved locations	\$100.00
19.10.025(8)-(17)	Behavior of persons within park property	\$100.00
19.10.027(1)	Animals in Parks – Dogs off leash	\$100.00
19.10.027(2)-(6)	Animals in parks – Other provisions	\$100.00
19.10.030(1)-(2)	Sanitation requirements	\$100.00
19.10.035(1)-(9)	Use of vehicles in parks (not subject to CVC or other Town Codes)	\$100.00
19.10.037(1)-(6)	Use of bicycles in parks (not subject to CVC or other Town Codes)	\$100.00
19.10.038	Use of skateboards, skates, scooters	\$100.00
19.10.040	Swimming or wadings in parks	\$100.00
19.10.050(1)-(3)	Advertising, sale of merchandise in parks	\$100.00
19.10.055(1)-(2)	Closing hours for parks, overnight activities prohibited	\$100.00
19.10.060	Closing sections of park	\$100.00
22.30.040	Storm water protections	\$100.00
28.20.030	Non-permit fine Taxicabs	\$100.00

## ADMINISTRATIVE FINES AND PENALTIES – LOS GATOS CALIFORNIA FIRE CODE

SECTION	OFFENSE	AMOUNT
108.2.2	Failure to obtain inspection-new installation	\$200.00
112.3.2	Failure to comply with notice / order	\$1,000.00
112.3.4	Destruction of signs - Unauthorized Tampering	\$200.00
301.1	Fire hazard prohibited (citations)	\$100.00
114	Unsafe buildings	\$200.00
401.8	Interference with Fire Department	\$200.00
105.1. 1	Unlawful to operate institutions without occupancy permit	\$200.00
503.2	Plans for access roads	\$100.00
507.5	Plans for fire hydrant systems	\$100.00
501.4	Access road and fire hydrant installation timing	\$100.00
507	Hydrant identification-reflective markers	\$100.00
505	Premises identification	\$100.00
503.4	Closure of fire roads; obstruction-access road	\$200.00
504.2	Posting of signs on exterior doors blocked by storage	\$100.00
506.1	Key box	\$100.00
901.7	Notification of Fire Department for fire alarm servicing	\$100.00
901.8	Tampering with fire equipment	\$200.00
901.8	Tampering with fire hydrant or fire equipment	\$200.00
901.8.1	Tampering with barriers, etc.	\$200.00
507.5.4	Obstructing fire protection equipment	\$100.00
507.5.5	Clear space around hydrants	\$100.00
509.2	Fire extinguishing equipment obstruction	\$100.00
509.2	Fire alarm equipment obstruction	\$100.00
509.1	Identification of fire protection equipment	\$100.00
906	Sale of defective fire extinguishers	\$200.00
907	Fire alarm systems	\$200.00
307.1	Open burning	\$100.00
307.4.1	Bonfires	\$100.00
304.1.1	Accumulation of waste material	\$150.00
315.1	Storage and handling of readily combustible materials	\$100.00
315.3.4	Combustible storage in attics	\$100.00
807.1	Decorative material	\$100.00
605.9	Protection of gas meters	\$100.00
603	Heating appliances	\$100.00
308	Use of open flame restricted	\$100.00
305.2	Discarding burning objects	\$100.00
305.2	Hot ashes and other dangerous materials	\$100.00
311.1	Vacant building (maintenance)	\$100.00
1003.6	Exit obstruction	\$200.00

# ADMINISTRATIVE FINES AND PENALTIES – LOS GATOS CALIFORNIA FIRE CODE

SECTION	OFFENSE	AMOUNT
1010.1	Exit doors	\$200.00
1013	Exit Sign Illumination	\$200.00
1008.1	Lighting requirements-exit	\$200.00
3310	Reporting of fires during construction	\$100.00
<del>202-907.1.5</del>	False alarms	\$100.00
1018.1	Aisles	\$150.00
1024.1	Use of exit passageways	\$200.00
1013.1	Marking and lighting of exits	\$150.00
109.6	Overcrowding	\$200.00
308.1	Open flame	\$100.00
2311.2	Storage and use of flammable and combustible liquids in repair garages	\$100.00
2311.2.3.1	Liquids drained from vehicles	\$150.00
2311.3	Source of ignition	\$100.00
2311.2.3.2	Oily waste materials	\$100.00
2803.1	Open yard storage	\$100.00
2803.2	Dust control	\$100.00
3103.8	Location of tents and air-supported structures	\$100.00
3103.9	Anchorage required	\$100.00
3104.2	Flame-retardant certification	\$200.00
3107.10	Fire extinguishers and other fire protection equipment	\$100.00
3107.11	Occupant load	\$100.00
3103.12	Exits / Means of Egress	\$100.00
3103.12.8	Maintenance of exit ways	\$100.00
3103.12.7	Exit illumination	\$100.00
3107.3	Smoking	\$100.00
3107.4	Open Flame	\$100.00
3107.12	Heating and cooking equipment	\$100.00
3107.14	Storage of flammable or combustible liquid	\$150.00
3107.16	Generators	\$100.00
2108.1	Fire protection	\$100.00
2107.3	Solvent storage	\$100.00
2105.1.5.4	<del>Public access</del> Customer area <b>Shall Be Clean</b>	\$100.00
2105.1.1	Warning label and signs	\$100.00
2403.2.6	Smoking prohibited	\$100.00
2403.2.7	Welding warning signs	\$100.00
2403.2.1	Electrical wiring and equipment	\$100.00
2404.2	Location of spray-finishing operations	\$200.00
2404.3.3	Spray booths	\$100.00
2404.6.1.2	Dry filters – Drying Apparatus	\$100.00
2404.6	Sources of ignition	\$150.00



# ADMINISTRATIVE FINES AND PENALTIES – LOS GATOS CALIFORNIA FIRE CODE

SECTION	OFFENSE	AMOUNT
2404.7	Ventilation of spray booths and spraying areas	\$100.00
2404.9	Limited spraying <del>areas-spaces</del>	\$100.00
2403.3	<del>Storage and handling of flammable or combustible liquids-</del> Design and Construction	\$100.00
2404.4	Fire protection equipment	\$100.00
2404.5	<del>Housekeeping</del> Operation and maintenance	\$100.00
2405.2	Location of dip tank operations	\$150.00
2405.7	Ventilation of vapor areas	\$100.00
2405.6	Sources of ignition	\$150.00
2405.4.1	Fire extinguishing equipment	\$100.00
2405.3.4	Dip tank covers	\$100.00
2405.9	Hardening and tempering tanks	\$100.00
2405.11	Coating operations	\$100.00
2407	Electrostatic apparatus	\$150.00
2408	Organic peroxides and dual-component coatings	\$100.00
2408.5	Source of ignition	\$100.00
5906.5.7	Fire extinguishing materials <del>for magnesium fires</del>	\$100.00
5906.1	Handling of magnesium fines (fine magnesium scrap)	\$100.00
3503	Hot work <del>area-general requirements</del>	\$100.00
3505	Location of cylinders	\$100.00
2905	Process building	\$100.00
2909	Storage of raw material and finished products	\$100.00
2906	Process mills and kettles	\$100.00
2904.1	Electrical equipment	\$100.00
2904.3	Protection against static electricity and lighting	\$100.00
2903.4	Fire protection	\$100.00
2901.3	Maintenance	\$100.00
2703.1	Emergency control station and alarms	\$100.00
2703.2.3	Piping and tubing	\$100.00
2703.4	Emergency plan	\$100.00
2703.13	Gas detection	\$100.00
2703.10	Fire protection	\$100.00
2703.15.1	Electrical equipment	\$100.00
2703.15.2	Ventilation requirements	\$100.00
2704	General storage requirements	\$100.00
2704.3.1	Inside HPM storage	\$100.00
2704.3.3	Separation of HPM	\$100.00
2705.3	Handling HPM in existing buildings	\$100.00
<del>2703.13</del>	<del>Requirements for HPM gases</del>	<del>\$100.00</del>
2705.3.2	Transportation of HPM in service corridors	\$100.00
2705.3.4	Design of carts and trucks	\$100.00

## ADMINISTRATIVE FINES AND PENALTIES – LOS GATOS CALIFORNIA FIRE CODE

SECTION	OFFENSE	AMOUNT
2303.1	Location of dispensing operations	\$100.00
2303.1	Installation of dispensing devices	\$100.00
2304.1	Supervision of dispensing operations	\$100.00
2305.4	Sources of ignition	\$100.00
2305.6	Signs	\$100.00
2305.5	Fire extinguishers	\$100.00
2305.7	Clearance of combustibles	\$100.00
2305.2	Maintenance	\$100.00
2306.2	Storage of fuel	\$100.00
2306.7	Dispensing	\$100.00
2305.4	Electrical equipment	\$100.00
2305.4	Heating equipment	\$100.00
2306.7.9	Vapor recovery	\$100.00
2307.3	LPG Attendants	\$100.00
2307.4	LPG dispensing location	\$100.00
2307.5	LPG dispensing equipment	\$100.00
2308.3	Location for CNG dispensing operations	\$100.00
2308.4	<b>CNG</b> Private fueling of vehicles	\$100.00
2308.6	<b>CNG</b> Manual shut off valve	\$100.00
2308.8	Discharge of CNG from vehicle fuel containers	\$100.00
3003.1	Ventilation of industrial ovens	\$100.00
608.13.4	Ammonia discharge	\$100.00
608.8	Emergency signs and labels	\$100.00
5303.1	Compressed gas containers, cylinders and tanks	\$100.00
5303.4	Marking	\$100.00
5303.5	Security	\$100.00
5303.6	Valve protection	\$100.00
5303.7	Separation from hazardous conditions	\$100.00
5303.8	Wiring and equipment	\$100.00
5303.9	Service repair	\$100.00
5303.10	Unauthorized use	\$100.00
5303.11	Exposure to fire	\$100.00
5303.12	Leaks, damage or corrosion	\$100.00
5303.13	Surface or unprotected storage areas	\$100.00
5303.15	Lightning	\$100.00
5304	Storage	\$100.00
5305	Use and handling	\$100.00
5306	Medical gas systems	\$100.00
5503.1	Construction of containers	\$100.00
5503.1	Containers	\$100.00

## ADMINISTRATIVE FINES AND PENALTIES – LOS GATOS CALIFORNIA FIRE CODE

SECTION	OFFENSE	AMOUNT
5503.2	Pressure relief devices	\$100.00
5503.4	Marking	\$100.00
5503.6	Electrical equipment	\$100.00
5505.1.2	Piping materials and construction	\$100.00
5505.4	Filling and dispensing	\$100.00
5505.5	Handling	\$100.00
2203.1	Housekeeping	\$100.00
2203.4.6	Smoking and open flames	\$100.00
5701.4	Permit and plans for flammable and combustible liquid storage electrical	\$100.00
5703.2	Fire protection	\$100.00
5703.4	Spill control and secondary containment	\$100.00
5703.5	Labeling and signs	\$100.00
5704.2.1	Change of tank contents	\$100.00
5704.2.3	Labeling and signs	\$100.00
5704.2.4	Sources of ignition	\$100.00
5704.2.5	Explosion control	\$100.00
5704.2.6	Separation from incompatible materials	\$100.00
5704.2.7	Design of tanks, containers and equipment	\$100.00
5704.2.8	Below grade vaults	\$100.00
5704.2.7.6	Inspection, repair, alteration or reconstruction of tanks and piping	\$100.00
5704.2.8.2	Vault design and construction	\$100.00
5704.2.7.3	Tank vents for normal venting	\$100.00
5704.2.9.6.1	Prohibited locations of above ground tanks	\$200.00
5704.2.9.6.2	Separation of tanks	\$100.00
5704.2.7.4	Emergency of relief venting for tanks	\$100.00
5704.2.7.5	Tank openings other than vents	\$100.00
5704.2.10	Drainage control and diking	\$100.00
5704.4	Container and portable tank storage outside of buildings	\$100.00
5704.2.9.5	Stationary above ground tank storage inside buildings	\$100.00
5704.3.3	Container and portable tank storage inside buildings	\$100.00
5704.2.11	Underground tank storage	\$100.00
5705.2	Liquid transfer	\$100.00
5705.3.6	Cleaning with Class I or II liquids	\$150.00
5706.2	Storage and dispensing at construction sites and farms	\$100.00
5706.2.8	Tank vehicles and vehicle operation	\$100.00
5001.5	Permits required for hazardous materials	\$200.00
5001.5.1	Hazardous material management plan	\$100.00
5003.2.1	Design of containers, cylinders and tanks	\$100.00
5003.2.2	Piping, tubing, valves and fittings	\$100.00

## ADMINISTRATIVE FINES AND PENALTIES – LOS GATOS CALIFORNIA FIRE CODE

SECTION	OFFENSE	AMOUNT
5003.2.3	Suitability of equipment, machinery and alarms	\$100.00
5003.2.4	Installation of tanks	\$100.00
5003.2.5	Empty containers and tanks	\$100.00
5003.2.6	Maintenance	\$100.00
5003.3	Release of hazardous material	\$1,000.00
5003.4	Safety data sheets	\$100.00
5003.5	Identification signs	\$100.00
5003.6	Signs	\$100.00
5003.7	Sources of ignition	\$100.00
5003.8	Construction requirements	\$100.00
5003.9	General safety precautions	\$100.00
5003.10	Handling and transportation	\$100.00
5001.6	Facility closure	\$100.00
5001.4	Retail and wholesale storage and display	\$100.00
5001.1	Exempt amounts	\$100.00
5004	Storage, general	\$100.00
6004	Toxic and highly toxic compressed gases	\$100.00
6303	Oxidizers	\$100.00
6203	Organic peroxides	\$100.00
6403	Pyrophoric materials	\$100.00
6703	Water relative solids and liquids	\$100.00
6003	Highly toxic and toxic solids and liquids	\$100.00
6603	Unstable materials	\$100.00
5403	Corrosives general requirements	\$100.00
5005.1.1	Separation from hazardous material storage	\$100.00
5004.2	Spill control	\$100.00
5005.1.5	Emergency power	\$100.00
5005.1.6	Supervision	\$100.00
5005.1.7	Lighting	\$100.00
5005.1.8	Fire extinguishing systems	\$100.00
5005.1.9	Ventilation	\$100.00
5304.1	Container position for gases	\$100.00
NFPA 55	Bulk oxygen systems	\$100.00
NFPA 55	Liquid transfer	\$100.00
6405.3	Silane	\$100.00
5005.2	Indoor dispensing and use	\$100.00
5005.3	Outdoor dispensing and use	\$100.00
5005.4	Handling	\$100.00
3205.3	Ignition sources	\$100.00
3205.5	Aisle maintenance	\$100.00
3206.3	Separation of high-piled storage areas	\$100.00

## ADMINISTRATIVE FINES AND PENALTIES – LOS GATOS CALIFORNIA FIRE CODE

SECTION	OFFENSE	AMOUNT
3206.4	Fire sprinklers	\$100.00
3206.5	Fire detection	\$100.00
3206.6	Building access	\$100.00
3206.8	Smoke and heat removal	\$100.00
3206.9	Hose stations and hose connections	\$100.00
3206.10	Aisles	\$100.00
3206.11	Portable fire extinguishers	\$100.00
3207.2	Fire protection for solid-piled and shelf storage	\$100.00
3207.3	Pile dimensions and height limitations	\$100.00
3208.2	Fire protection for rack storage	\$100.00
3208.3	Flue spaces	\$100.00
3208.5	Extra-high rack storage systems	\$100.00
6103	Installation of equipment	\$100.00
6104	Location of containers	\$100.00
6105	Prohibited use of Lp-gas	\$100.00
6106	Dispensing	\$100.00
6107	Safety precautions and devices	\$100.00
6107.2	Smoking and other sources of ignition	\$100.00
6107.3	Clearance to combustibles	\$100.00
6107.4	Protecting containers from vehicles	\$100.00
6108	Fire protection	\$100.00
6109	Storage of portable containers awaiting use or resale	\$100.00
6110	Containers not in service	\$100.00
6111	Parking and garaging tank vehicles	\$100.00
4811.6	Smoking at motion picture production	\$100.00
6504	Film storage	\$100.00
603.8	Use of temporary wiring	\$100.00
603.2	Abatement of electrical hazards	\$100.00
603.7	Electrical motors	\$100.00
603.6	Extension cords	\$100.00
603.5	Multi plug adaptors	\$100.00
603.5	Power taps	\$100.00
603.4	Access to switchboards and panel boards	\$100.00
3301	Fire safety during construction	\$100.00
3305	Precautions against fire	\$100.00
5104	Storage of aerosol products	\$100.00
5106	Retail display of aerosol products	\$100.00



FY 2025-26 Administrative Fine and Penalty Adjustments, Reclassifications, Deletions and Additions		
Administrative Fine/Penalty Name	FY 2024-25 Adopted	FY 2025-26 Proposed
Los Gatos California Fire Code Violations		
Requirements for HPM gases	\$100.00	Delete Violation



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/06/2025

ITEM NO: 10

ITEM NO. 10.

DATE: May 1, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: Consider the Recommendation of the Planning Commission for Adoption of a Resolution to Amend the General Plan to Allow 100 Percent Affordable Housing Projects as a By-Right Use in the Mixed Use Commercial General Plan Land Use Designation and Adoption of an Ordinance to Amend Chapter 29 (Zoning Regulations) of the Town Code to Add 100 Percent Affordable Housing Projects as a Permitted Use in the Restricted Commercial Highway (CH) Zone, Pursuant to Implementation Program AB of the 2023-2031 Housing Element. The Proposed Amendments are Not Subject to the California Environmental Quality Act ("CEQA") Because the Amendments Being Proposed are Not a Project Under CEQA Pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines. Additionally, the Adoption of this Resolution and Ordinance are Exempt Pursuant to CEQA, Section 15061(b)(3) in that it Can be Seen with Certainty that they Will Not Impact the Environment. General Plan Amendment Application GP-24-004 and Zoning Code Amendment Application A-24-010.  
**Project Location: Town Wide.** Applicant: Town of Los Gatos.  
**Ordinance Title:** An Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 29, "Zoning Regulations," of the Town Code Adding 100 Percent Affordable Housing Projects as a Permitted Use in the Restricted Commercial Highway (CH) Zone Pursuant to Implementation Program AB of the 2023-2031 Housing Element.

**RECOMMENDATION:**

Adopt a Resolution (Attachment 1) to amend the General Plan to allow 100 percent affordable housing projects as a by-right use in the Mixed Use Commercial Land Use designation and introduce an ordinance (Attachment 2) to amend Chapter 29 (Zoning Regulations) of the Town Code to add 100 percent affordable housing projects as a permitted use in the Restricted Commercial Highway (CH) zone, pursuant to Implementation Program AB of the 2023-2031 Housing Element (Attachment 3).

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

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



PAGE 2 OF 4

SUBJECT: 100 Percent Affordable Housing Developments General Plan and Zoning Code Amendments, Implementation Program AB/GP-24-004 and A-24-010

DATE: May 1, 2025

FISCAL IMPACT:

The proposed amendments to the General Plan and Town Code do not impact the Town's budget and are required under Program AB of the 2023-2031 Housing Element.

STRATEGIC PRIORITIES:

The proposed amendments to the General Plan and Town Code, required under Program AB of the 2023-2031 Housing Element, align with the adopted Core Goal of **Community Character** and the Strategic Priority to preserve the Town's small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element.

BACKGROUND:

Implementation Program AB of the Housing Element requires amendments to the Mixed Use Commercial Land Use designation of the General Plan and the CH zone (Chapter 29 of the Town Code) to allow for 100 percent affordable residential developments as a permitted use (Attachment 3). Specifically, Implementation Program AB states the following:

- Amend the General Plan and the Municipal Code to allow for 100 percent affordable residential development without the requirement of commercial uses.

On February 12, 2025, the General Plan Committee (GPC) considered the proposed amendments and forwarded a recommendation to amend the General Plan to allow 100 percent affordable residential developments as a permitted use in the Mixed Use Commercial General Plan Land Use designation and amend the Town Code to add 100 percent affordable residential developments as a permitted use in the CH zone. The February 12, 2025, GPC staff report and minutes are included as Attachment 4, Exhibits 4 and 5. Included with the GPC's recommendation was a request that maps showing where the proposed amendments would be applicable be provided to the Planning Commission and the Town Council, and that a discussion of height allowances under State Density Bonus Law (SDBL) also be provided. The requested maps are included as Attachment 4, Exhibits 6 and 7. A discussion of height allowances under SDBL is included in the Planning Commission Staff Report in Attachment 4.

On April 9, 2025, the Planning Commission voted (4-1) to recommend to the Town Council approval of the amendments to the General Plan and the Town Code regarding 100 percent affordable housing projects. The April 9, 2025, Planning Commission staff report and verbatim minutes are included as Attachments 4 and 5.

SUBJECT: 100 Percent Affordable Housing Developments General Plan and Zoning Code Amendments, Implementation Program AB/GP-24-004 and A-24-010

DATE: May 1, 2025

DISCUSSION:

Policy HE-3.1 of the 2023-2031 Housing Element, requires the Town to facilitate the development of affordable housing through regulatory incentives and concessions, and/or financial assistance to remove barriers to the production of housing. Consistent with this policy, Implementation Program AB requires amendments to the General Plan and the Town Code to allow for 100 percent affordable residential developments as a permitted use without a commercial component within the Mixed Use General Plan Land Use designation and CH zone.

The following is a summary of the required amendments necessary to implement Program AB.

A. Mixed Use Commercial General Plan Land Use Designation

The Mixed Use Commercial Land Use designation within the 2020 Land Use Element of the General Plan currently permits, among other things, a mixture of retail, office, and residential uses in a mixed-use project. However, a standalone residential use is not permitted unless associated with a commercial use within a mixed-use project.

Housing Element Implementation Program AB requires amending the Mixed Use Commercial Land Use designation to also allow a standalone residential use when the development would be 100 percent affordable, as shown in Attachment 6. The proposed General Plan amendment would affect all Town parcels with a Mixed Use Commercial Land Use Designation and is not limited to the properties included in the Sites Inventory of the Housing Element. The draft Resolution amending the 2020 Land Use Element of the General Plan is included as Attachment 1.

Attachment 4, Exhibit 6 shows the locations of the Mixed Use Commercial General Plan Land Use designation in the Town. Through Implementation Program AB, these are the properties where a 100 percent affordable residential development would be allowed as a permitted use through the amended Land Use designation. These areas are concentrated along Los Gatos Boulevard between Blossom Hill Road and Samaritan Drive, and Los Gatos-Saratoga Road at Alberto Way.

B. Restricted Commercial Highway (CH) Zone

Generally speaking, Town properties with a Mixed Use Commercial General Plan Land Use designation are zoned CH, and these properties are located along Los Gatos Boulevard, north of Shannon Road, and Los Gatos-Saratoga Road at Alberto Way. According to Town Code Section 29.60.415, "the CH or Restricted Commercial Highway zone is intended for the development of vehicular-oriented activities and sales along highway frontages, intermingled with compatible retail, service, and administrative activities."

SUBJECT: 100 Percent Affordable Housing Developments General Plan and Zoning Code Amendments, Implementation Program AB/GP-24-004 and A-24-010  
DATE: May 1, 2025

Housing Element Implementation Program AB would involve amending Town Code Section 29.60.420 (CH Zone – Permitted Uses), adding “100 percent affordable residential developments” as a permitted use in the zone, as shown in Attachment 7. The proposed Town Code amendment would affect all Town parcels that are zoned CH and is not limited to the properties included in the Sites Inventory of the Housing Element. The draft Ordinance amending Town Code Section 29.60.420 is included as Attachment 2.

Attachment 4, Exhibit 7 shows the location of the commercial zones (C-1, C-2, CH, and O) where mixed-use developments are currently allowed with approval of a Conditional Use Permit (CUP).

#### CONCLUSION:

If the Town Council adopts the Resolution included in Attachment 1, the amendments to the General Plan will go into effect immediately. Additionally, if the Town Council introduces the ordinance amending Chapter 29 of the Town Code included in Attachment 2, it will be placed on the May 20, 2025, Town Council agenda for adoption and the ordinance will take effect 30 days after adoption.

#### COORDINATION:

This report was coordinated with the office of the Town Manager.

#### ENVIRONMENTAL ASSESSMENT:

The proposed amendments are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines; are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the action will not have a significant adverse impact on the environment; and any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA.

#### ATTACHMENTS:

1. Draft Resolution
2. Draft Ordinance
3. Housing Element Implementation Program AB
4. April 9, 2025, Planning Commission Staff Report, with Exhibits 1 through 4
5. April 9, 2025, Planning Commission Verbatim Minutes
6. Redline Amendments to the General Plan
7. Redline Amendments to Town Code

**RESOLUTION 2025-\_\_**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AMENDING THE 2020 GENERAL PLAN LAND USE ELEMENT TO ALLOW  
100 PERCENT AFFORDABLE HOUSING PROJECTS AS A BY-RIGHT USE IN THE  
MIXED USE COMMERCIAL GENERAL PLAN LAND USE DESIGNATION, PURSUANT TO  
IMPLEMENTATION PROGRAM AB OF THE 2023-2031 HOUSING ELEMENT**

**GENERAL PLAN AMENDMENT APPLICATION GP-24-004**

**PROPERTY LOCATION: TOWN WIDE  
APPLICANT: TOWN OF LOS GATOS**

**WHEREAS**, the 2023-2031 Housing Element, which was adopted on June 4, 2024, and subsequently found in compliance with housing element law on July 10, 2024, by the California Department of Housing and Community Development, provides that the Town will amend the General Plan regarding 100 percent affordable housing projects;

**WHEREAS**, the General Plan Committee at its meeting of February 12, 2025, recommended that the 2020 General Plan Land Use Element be amended to allow 100 percent affordable housing projects as a by-right use in the Mixed Use Commercial General Plan Land Use designation; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 9, 2025, at which time the Commission considered the public testimony, the Staff Report prepared for that meeting, and all other documentation related to the General Plan amendment, and forwarded a recommendation of approval to the Town Council; and

**WHEREAS**, the Town Council held a duly noticed public hearing on May 6, 2025, at which time the Town Council considered the public testimony, the Staff Report, and all other documentation related to the General Plan amendment and made a motion to approve the amendments to the 2020 General Plan Land Use Element as provided in Exhibit A; and

**WHEREAS**, the location and custodian of the documents or other materials which constitute the record of proceedings upon which the Town Council's decision is based is in the office of the Town Clerk, 110 E. Main Street, Los Gatos, CA 95030.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS RESOLVES AS FOLLOWS:**

1. The Town Council finds as follows:
  - A. The amendments to the 2020 General Plan Land Use Element provided in Exhibit A are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines; are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the action will not have a significant adverse impact on the environment; and any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA; and
  - B. The amendments to the 2020 General Plan Land Use Element provided in Exhibit A are internally consistent with the General Plan because they would allow a residential use on lands currently designated and zoned to allow a residential use in a mixed-use development of the Town Code; and
  - C. The Town has complied with the requirements set forth in Government Code Section 65350 and following.
2. The 2020 General Plan Land Use Element is amended to allow 100 percent affordable housing projects as a by-right use in the Mixed Use Commercial General Plan Land Use designation as provided in Exhibit A to this Resolution.
3. This amendment was adopted by the following vote as a resolution of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the 6<sup>th</sup> day of May 2025.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

DATE: \_\_\_\_\_

ATTEST:

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

DATE: \_\_\_\_\_

### 3 LAND USE ELEMENT

#### A. *Introduction*

Los Gatos is a mature, predominantly built-out community. While there is little room for growth or change in the physical environment, land use is dynamic and change is constant from within and outside the community. Managing change in an effort to maintain our quality of life is a priority of this General Plan and the Community.

The Land Use Element is the framework of the General Plan and is intended to inform and shape the future physical development of Los Gatos. This Element sets forth the patterns of development activity and land uses that will support and enhance the character of the Town. Although all General Plan Elements are of equal importance, the Land Use Element is the most frequently used and referenced section of the General Plan.

Planning for neighborhood preservation and protection is one of the most important purposes of the Town's General Plan. Preserving the small-town heritage, natural setting, and architectural diversity are also important to this community. One of Los Gatos's most outstanding assets is the visual diversity of its individual neighborhoods. Existing development represents a variety of architectural styles from various eras, embodying a variety of sizes, design features, and building materials, resulting in neighborhoods with their own unique identity. For example, Downtown Los Gatos is the historic heart of Town with a pedestrian-scale setting of mixed land uses and architecturally historic buildings. It is a unique area that sets the spirit and style of the entire Town.

Maintaining neighborhood quality suggests conservation of existing housing, good street design, traffic control in residential neighborhoods, and development review that adheres to quality design. Factors such as new or excessive traffic, aging or inadequate infrastructure, and even economic pressures may cause disruption of neighborhoods. Neighborhood preservation also includes balancing the intensity of land uses with the existing residential density.

LU- 1

Los Gatos also focuses on maintaining a “full-service” town that provides a range of goods and services that support the economic vitality of the Town. The commercial centers of Los Gatos are therefore also important to the community. Under the Los Gatos Boulevard Plan, the community expressed interest in creating a shopping experience and destination that complements but does not compete with the Downtown.

Residential and non-residential uses produce different impacts on the community. The impacts on traffic, noise, schools, open space, and other quality-of-life issues will vary, depending on the final mixture of residential and non-residential uses approved within the area. The overall planning for the area needs to limit the adverse impacts on the quality of life of all of the residents of Los Gatos and to provide for open space.

The Land Use Element describes land use designations, special planning areas, and existing land uses in Los Gatos. The Land Use Element is divided into the following sections:

- ◆ **Introduction:** A description of the requirements and contents of the Land Use Element.
- ◆ **Existing Land Uses:** A description of existing land uses in Los Gatos.
- ◆ **General Plan Land Use Designations:** A description of the characteristics and intensity of the different land use designations in Los Gatos, including a map identifying the location of these land use designations.
- ◆ **Special Planning Areas:** A description of special planning areas, including Historic Districts and Specific Plan Overlays.
- ◆ **Goals, Policies, and Actions:** A list of goal, policy, and action statements that provide guidance to Los Gatos on land use decisions.



***B. Authority for the Element***

California Government Code Section 65302(a) and Public Resources Code Section 2762(a) require that the Land Use Element provide the following information:

- ◆ Distribution, location, and extent of land uses for categories of public or private uses. Such categories include, but are not limited to housing, business, industry, open space, natural resources, recreation and enjoyment of scenic beauty, education, and public buildings and grounds.
- ◆ Population density and building intensity standards for land use designations.

The Land Use Element has the broadest scope of any of the State-required components of the General Plan. In addition to the State's requirements set forth in the Government Code, it has also been legally established that, while the location of a particular land use may be expressed in general terms, a property owner must be able to identify the General Plan Land Use Designation for his/her parcel from the land use diagram contained in the Land Use Element.

Among the important implementation mechanisms for the Land Use Element are Specific Plans and the Town Code. The California Government Code requires that the Town Code and zoning map be consistent with its General Plan Land Use Element and land use map, and that all provisions of Specific Plans adopted by the Town must be consistent with the General Plan that they implement.

***C. Relationship of Land Use Element to other Elements and Plans***

Because the Land Use Element sets the framework of the General Plan, the Land Use Element relates directly to all goals and policies of the other Elements and unifies the General Plan by providing the overall policy context for the other Elements. The relationship of the Land Use Element to other elements and plans is described below.

- ◆ The Land Use Element addresses circulation by setting out, in its map and policies, the location and size of all roadways in the Town coordinated with the land uses the roads will serve. It also notes the planned capacities of all other infrastructure systems that will be necessary to protect the health and welfare of the Town's citizens.
- ◆ The location, type, and density of residential units are key components of the Land Use Element. The Housing Element uses the density ranges specified in the Land Use Element to identify sites to meet the Town's housing needs.
- ◆ The mandates of the Safety Element are reflected in the designation and location of land use, the permitted activities within designated areas, and the patterns of land use that support defensible space, the Town's contingency plan, and fire and other hazard mitigation.
- ◆ The Land Use Element addresses buffers between noise sensitive uses and noise sources.
- ◆ The Town conserves resources through policies for the wise use of land, water, and energy.
- ◆ Air quality is improved by land use patterns that minimize vehicle travel within the Town.
- ◆ The Conservation Element goals address protecting and enhancing the natural environment. Programs that retain natural features such as tree preservation, limited grading, and water conservation maintain the natural character of Los Gatos.
- ◆ The Open Space Element refers to the location, character, and use of parks, recreational facilities, and preserved, unimproved land.
- ◆ Land use designations protect and preserve open spaces.
- ◆ The Land Use Element reflects the Town's high priority for quality design.

- ◆ The Land Use and Community Design Elements preserve historical buildings and historic areas, limiting the size of houses, while careful design of new infill developments protects the character of Los Gatos.
- ◆ California State law requires that all Specific Plans and zoning regulations be consistent with the General Plan. The Hillside Specific Plan, the North Forty Specific Plan, the Redevelopment Plan, and other plans that may be adopted as necessary will be consistent with this General Plan.

#### ***D. Existing Land Uses***

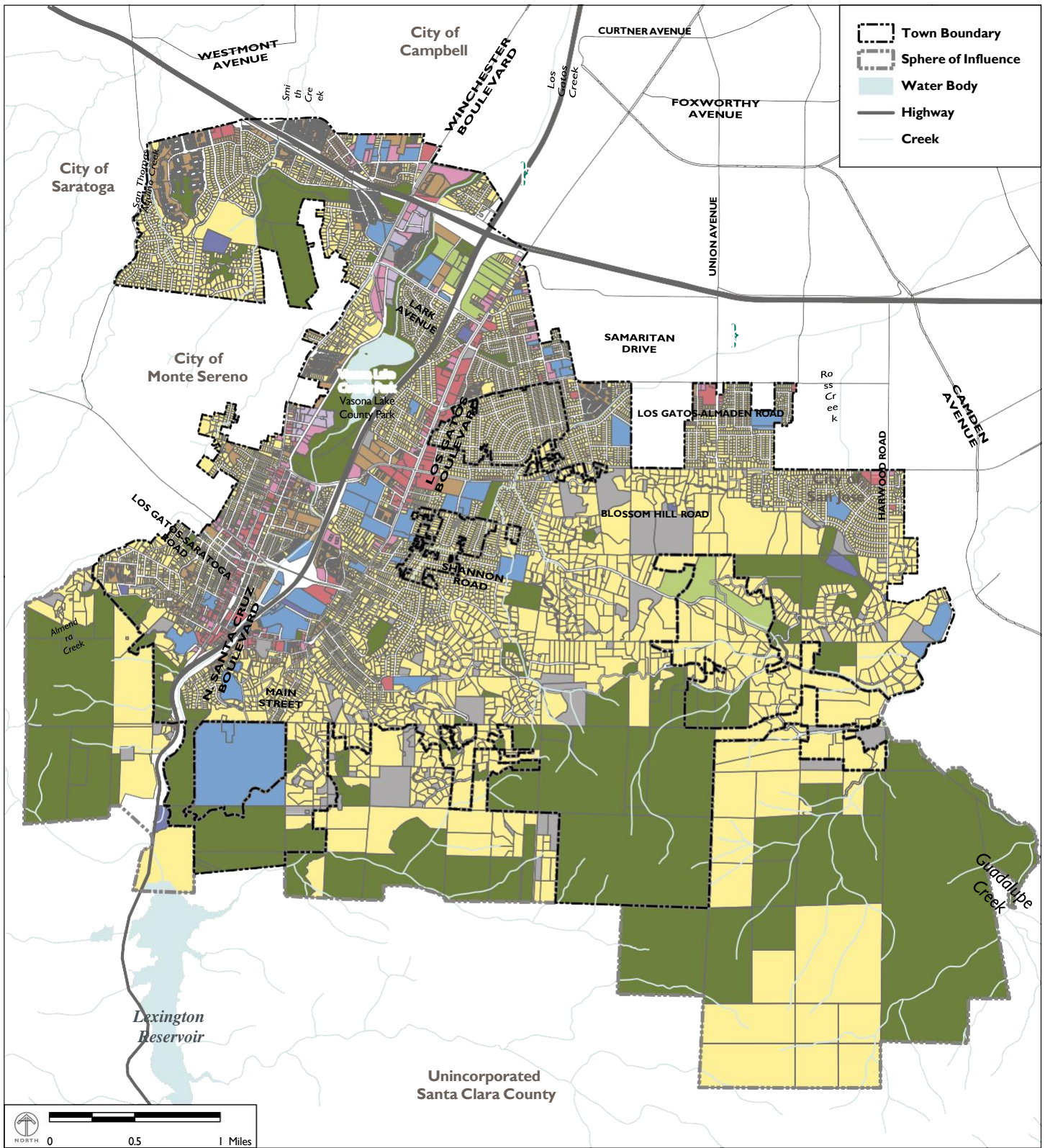
This section contains qualitative and quantitative descriptions of existing land uses in the Town of Los Gatos and Los Gatos's Sphere of Influence (SOI). "Existing land uses" refers to the existing built environment, regardless of the General Plan land use designation or zoning designation applied by the Town. This initial assessment is based on data from the Santa Clara County Office of the Assessor. Existing land uses are illustrated in Figure LU-1 and listed in Table LU-1.

##### **1. Residential – Single Family**

Approximately 3,183 acres of land in Los Gatos are dedicated to parcels that contain a single, detached residence and related structures. Single-family residential land use is located throughout the Town, with the exception of the public and open spaces in the southern area of the Town and along commercial corridors immediately adjacent to Los Gatos Boulevard and Santa Cruz Avenue. In the SOI, approximately 2,728 acres of land are dedicated to single-family residential land.

##### **2. Residential – Multi-Family**

This land use category refers to parcels that contain more than one housing unit. It includes duplexes, triplexes, fourplexes, condominiums, and apartment buildings. This residential land use totals approximately 407 acres in the Town. There is no multi-family housing in the SOI. Multi-family uses are largely clustered in and around the Highway 17 corridor, either between



Source: Santa Clara County Office of the Assessor, 2006; DC&E, 2008.



FIGURE LU-1  
EXISTING LAND USE

**TABLE LU-1 EXISTING LAND USES**

Land Use Category	Number of Acres	Percent of Town Acreage	Percent of SOI Acreage
Residential – Single Family	5,911	51.2%	51.9%
Residential – Multi-Family	407	6.5%	0%
Commercial	164	2.6%	0%
Office Professional	126	2%	0%
Light Industrial	37	0.6%	0%
Public/Quasi-Public	440	4.7%	2.8%
Public Utilities	39	0.5%	0.1%
Agricultural	112	1%	1%
Open Space/Recreation	3,841	26.2%	42.2%
Vacant	399	4.7%	2%
<b>Total</b>	<b>11,476</b>	<b>100%</b>	<b>100%</b>

Source: County of Santa Clara, Office of the Assessor, 2006.

Los Gatos Boulevard and Highway 17 or in the area south of Vasona Lake County Park. A significant pocket of multi-family housing is also located in the northwest corner of the Town, just south of the City of Campbell.

### 3. Commercial

Commercial land refers to parcels that contain either retail businesses—those offering specific products for sale—or businesses that provide day-to-day services such as grocery stores, restaurants, spas and salons, dry cleaners, and nurseries. There are approximately 164 acres of commercial uses in Los Gatos and 1 acre in the SOI. Most commercial parcels in Los Gatos are located along the Santa Cruz Avenue or Los Gatos Boulevard corridors.

#### **4. Office Professional**

Office Professional land use refers to parcels that contain offices for medical, legal, insurance, consulting, and similar contracted services. Office and professional uses account for 125 acres in Los Gatos. Like commercial parcels, office professional parcels are concentrated along the Town's primary commercial corridors. An additional cluster of office and professional uses is located near the Highway 17/85 interchange.

#### **5. Light Industrial**

The Light Industrial land use category refers to parcels used primarily for production, manufacturing, and research and development. Additional uses include self-storage and automobile service garages. There are approximately 37 acres of light industrial land uses in Los Gatos. Light industrial uses are concentrated in two small pockets, one just south of Highway 85 and east of Winchester Boulevard, and another along University Avenue, north of Blossom Hill Road.

#### **6. Public/Quasi-Public**

Public/Quasi-Public land uses include schools, libraries, police and fire stations, faith communities, and hospitals. These uses are distributed throughout Los Gatos, mostly in single parcels or small groups of parcels. Public/Quasi-Public land uses comprise approximately 291 acres of land in the Town and approximately 149 acres in the SOI.

#### **7. Public Utilities**

Public Utilities refer to uses related to communications and energy production and distribution. There are approximately 37 acres in the Town devoted to utilities divided between parcels scattered throughout Los Gatos. Many of these parcels are owned by San Jose Water Company and PG&E and are sites of communications infrastructure.

#### **8. Agricultural**

Agricultural land is used for raising and harvesting crops, breeding livestock, and/or housing equipment used for agricultural purposes. According to the Santa Clara County Assessor's Office, about 64 acres of land scattered

throughout Los Gatos, and approximately 48 acres in the SOI, are devoted to existing agricultural uses. One of the largest areas of agricultural land is the North Forty site, which contains orchard trees, including walnut and fruit trees. Wine grapes can be found in the Santa Cruz Mountains hillside areas.

The California Land Conservation Act of 1965, better known as the Williamson Act, works to preserve agricultural and open space lands through restrictive use contracts administered by counties and cities under State regulations. Private landowners voluntarily restrict their land to agricultural and compatible open space uses under minimum 10-year rolling term contracts, with counties and cities also acting voluntarily. In return, the property tax on a Williamson Act parcel is assessed at a rate consistent with its actual use, rather than potential market value.

Figure LU-2 shows the location of all Williamson Act lands and their designation as well as farmland not covered by the Williamson Act. Approximately 136 acres of land within the Town limits and 358 acres of land within the SOI are designated Williamson Act land.<sup>1</sup> Of these, only 3.85 acres are considered “prime agricultural lands” under the definition of the Land Conservation Act. All of these lands occur in the Town’s SOI. In addition to Williamson Act lands, approximately 32 acres of Unique Farmland are located within Town limits and 8 acres within the SOI. “Unique Farmland” is a designation applied by the State Department of Conservation to land that is capable of producing specific high value crops. In Los Gatos, it is applied to the orchards on the North Forty site.

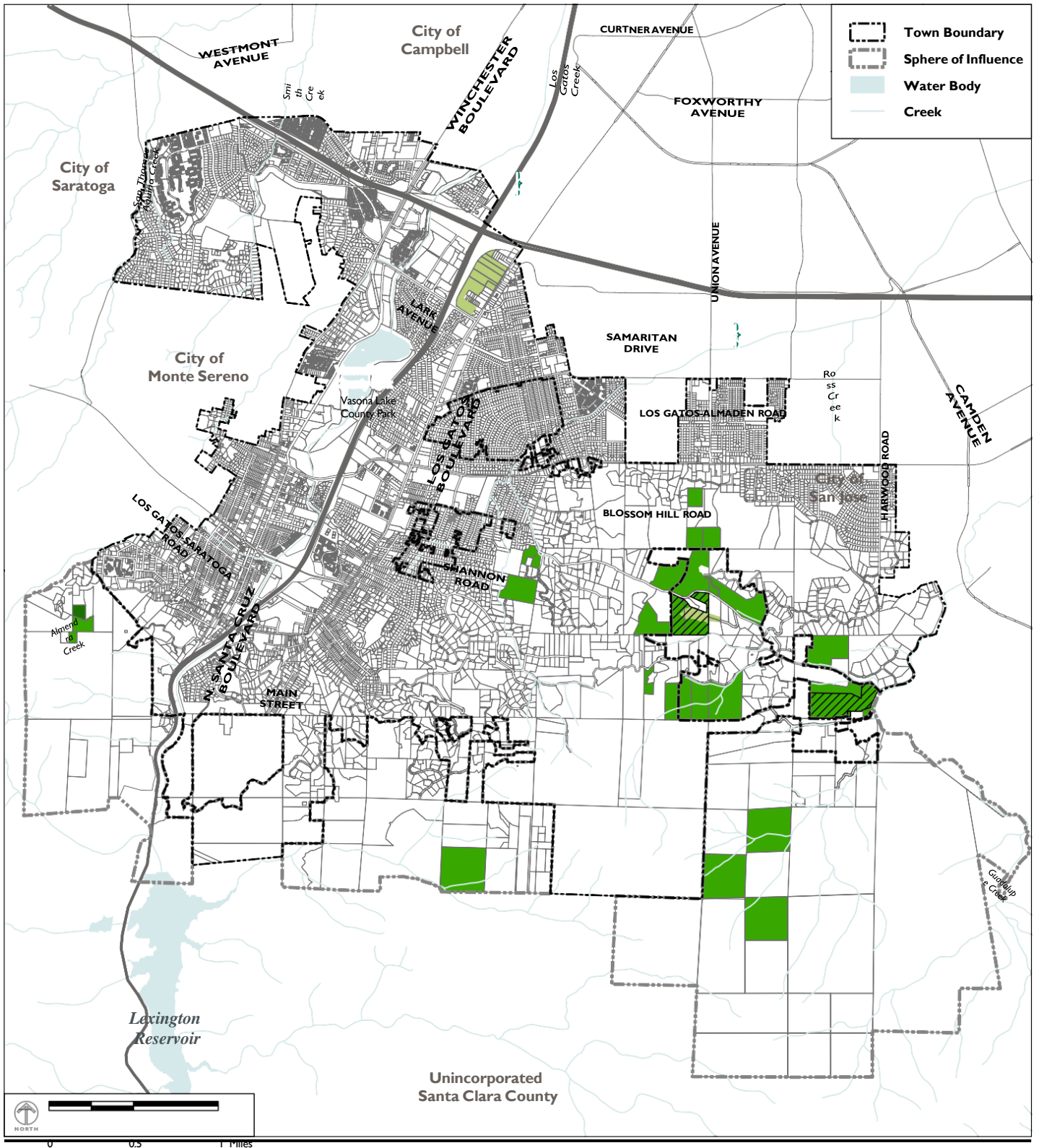
## 9. Open Space/Recreation

Open Space/Recreation refers to indoor and outdoor recreational facilities, including public open spaces such as regional parks, community centers,

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<sup>1</sup> This number is higher than the number of acres in existing Agricultural use because Williamson Act include parcels that are classified by the Assessor as Agriculture, Open Space, and Single Family Residential. Single Family Residential may be considered an acceptable classification by the Assessor since Williamson Act contracts may include provisions for a limited number of dwelling units on the property.





Source: State of California Department of Conservation 2006.

**Williamson Act Lands**

**Prime Agricultural Land**

**Non-Prime Agricultural Land**

**Non-Prime/Non-Renewal Agricultural Land**

**State Farmland Designation**

**Unique Farmland**



playgrounds and neighborhood parks, country clubs, and natural open spaces. After Residential – Single Family land use, Open Space/Recreation comprises the second highest percentage of total land in Los Gatos. There are approximately 1,624 acres of open space in the Town and approximately 2,218 acres in the SOI. Much of this acreage is contained in four large facilities: St. Joseph's Hill and Sierra Azul Open Space to the south of Los Gatos, and Vasona Lake County Park and La Rinconada Country Club to the north.

#### **10. Vacant**

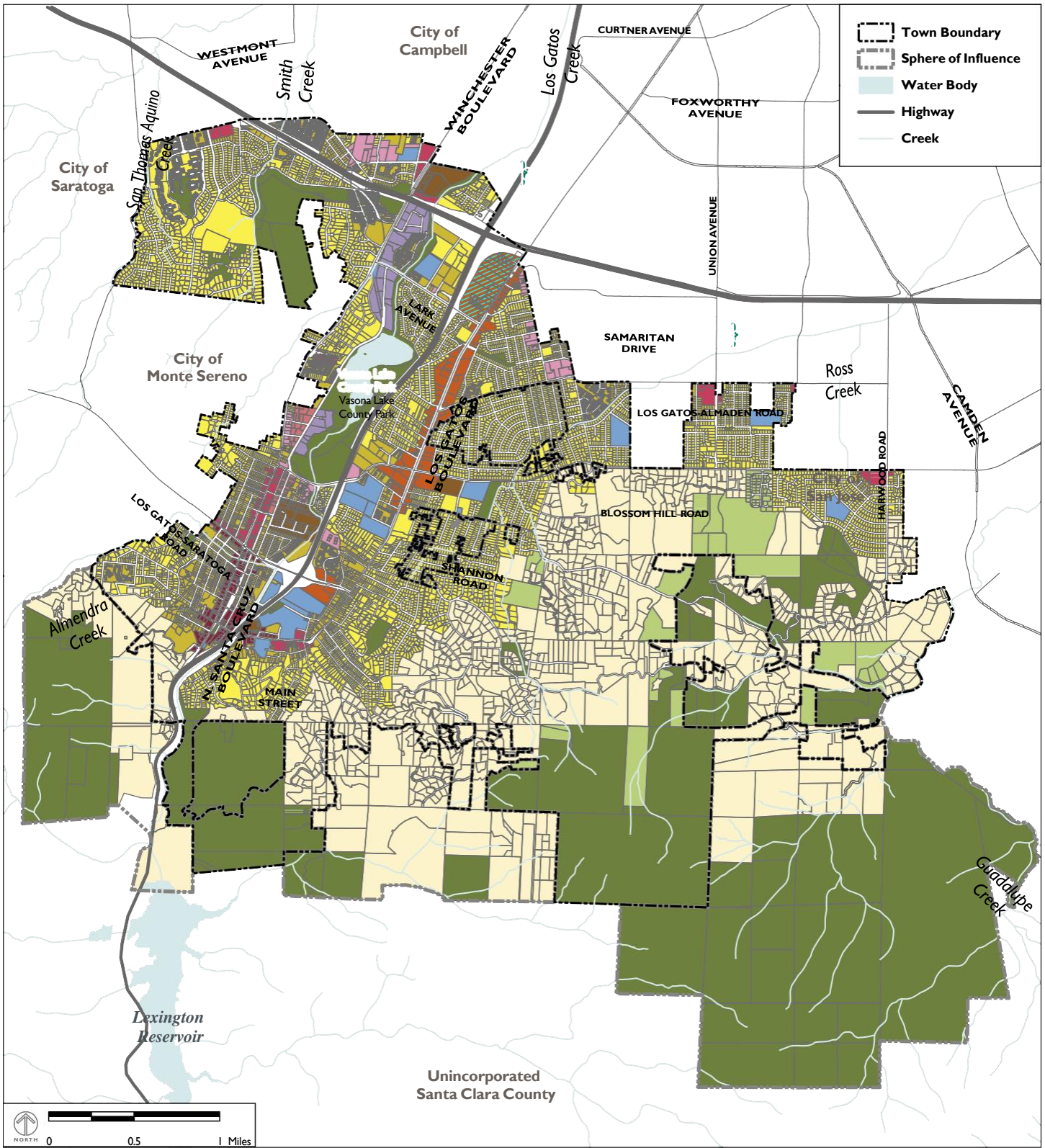
Approximately 292 acres within the Town are vacant parcels of varying sizes that are scattered throughout the Town. Most of the vacant acreage in Los Gatos is located in the single-family residential area on the eastern side of the Town. Parcels here are generally larger than they are elsewhere in Los Gatos, and a number of significantly sized parcels are vacant. Generally, vacancies are more common in residential areas of Los Gatos than in commercial areas, although a few small, isolated commercial vacancies exist. Additionally, the SOI contains approximately 107 acres of vacant property.

### ***E. General Plan Land Use Designations***

The Land Use Element is the basis for physical development in Los Gatos. The land use map and designations identify the general location, density, and extent of land available for residential and non-residential uses. Land use designations do not necessarily reflect the existing land use of each parcel. Figure LU-3 presents a map of the land use designations in Los Gatos. Each land use designation is listed and described below.

#### **1. Residential Land Use Designations**

This section provides a brief description of each residential land use designation and the desirable range of density for each designation.



Source: Town of Los Gatos, 2008; Santa Clara County Office of the Assessor, 2008.



FIGURE LU-3

a. Hillside Residential: 0-1 dwelling units per net acre

Up to 3.5 persons per acre

The Hillside Residential designation provides for very low density, rural, large lot or cluster, single-family residential development. This designation allows for development that is compatible with the unique mountainous terrain and vegetation of parts of Los Gatos.

b. Low Density Residential: 0-5 dwelling units per net acre

Up to 17.5 persons per acre

The Low Density Residential designation provides for single-family residential properties located on generally level terrain. It encourages single-family residential development in either the standard development established by traditional zoning or by innovative forms obtained through planned development.

c. Medium Density Residential: 5-12 dwelling units per net acre

Up to 24 persons per acre

The Medium Density Residential designation provides for multiple-family residential, duplex, and/or small single-family homes.

d. High Density Residential: 12-20 dwellings per net acre

Up to 40 persons per acre

The High Density Residential designation provides for more intensive multi-family residential development. Its objective is to provide quality housing in close proximity to transit or a business area.

e. Mobile Home Park: 5-12 dwellings per net acre

Up to 24 persons per acre

The Mobile Home Park designation provides for mobile home parks. The intent is to provide and preserve Mobile Home Parks as a source of affordable housing. This designation is described in this Element; however, it is not represented on the accompanying General Plan Land Use Map.

## 2. Non-Residential Land Use Designations

For non-residential land uses, the specific uses mentioned are illustrative, and other compatible uses, including those authorized in any other Zoning District within the Town, may be permitted where authorized by a Conditional Use Permit or Planned Development Overlay Zone. In a mixed-use project residential uses may be permitted in conjunction with other permitted uses in non-residential Zoning Districts with the exception of the Commercial Industrial and Controlled Manufacturing Zoning Districts. For non-residential land uses, building intensity limits are indicated by either allowable land coverage or floor area ratio(FAR) and a maximum height limit.

a. Office Professional: Up to 50 percent land coverage with a 35-foot height limit  
The Office Professional designation provides for professional and general business offices. This designation applies to various locations throughout the Town, often in close proximity to neighborhood- or community-oriented commercial facilities, or as a buffer between commercial and residential uses. The intent of this designation is to satisfy the community's need for general business and professional services and local employment.

b. Central Business District: 0.6 FAR with a 45-foot height limit  
The Central Business District designation applies exclusively to the downtown and accomplishes the following:

- ◆ Encourages a mixture of community-oriented commercial goods, services and lodging unique in its accommodation of small-town style merchants and maintenance of small-town character.
- ◆ Maintains and expands landscaped open spaces and mature tree growth without increasing setbacks.
- ◆ Integrates new construction with existing structures of historical or architectural significance and emphasizes the importance of the pedestrian.

c. Mixed-Use Commercial: Up to 50 percent land coverage with a 35-foot height limit  
The Mixed-Use Commercial designation permits a mixture of retail, office, and residential in a mixed-use project, along with lodging, service, auto-related businesses, non-manufacturing industrial uses, recreational uses, restaurants, and 100 percent affordable residential developments. Projects developed under this designation shall maintain the small-town, residential

scale and natural environments of adjacent residential neighborhoods, as well as provide prime orientation to arterial street frontages and proper transitions and buffers to adjacent residential properties. This designation should never be interpreted to allow development of independent commercial facilities with principal frontage on the side streets.

- d. Neighborhood Commercial: Up to 50 percent land coverage with a 35-foot height limit

The Neighborhood Commercial designation provides for necessary day-to-day commercial goods and services required by the residents of the adjacent neighborhoods. This designation encourages concentrated and coordinated commercial development at easily accessible locations.

- e. Service Commercial: Up to 50 percent land coverage with a 35-foot height limit

The Service Commercial designation provides for service businesses necessary for the conduct of households or businesses. These include auto repair, building materials sales, paint suppliers, janitorial services, towing businesses, contractors offices and yards, launderers and dry cleaners, as well as wholesaling and warehousing activities.

- f. Light Industrial: Up to 50 percent land coverage with a 35-foot height limit

The Light Industrial designation provides for large-scale office developments and well-controlled research and development, industrial-park-type and service-oriented uses subject to rigid development standards. These uses should respond to community or region-wide needs.

- g. Public

The Public designation identifies public facilities in the Town such as the Civic Center, courthouse, schools, parks, libraries, hospitals, churches, and fire stations.

h. Agriculture

The Agricultural designation identifies areas for commercial agricultural crop production.

i. Open Space

The Open Space designation identifies the location of public parks, open space preserves, private preserves, and stream corridors.

***F. Special Planning Areas***

Development in Los Gatos can be targeted to achieve a more specific outcome by designating specific overlay zones and special planning areas. These areas have more detailed development guidelines that remain consistent with existing policies. Los Gatos has three overlay zones that implement land use policies through the Town Code, five Historic Districts, three Specific Plans, and one Redevelopment Project Area.

**1. Overlay Zones**

There are three overlay zones in the Town Code, the Landmark and Historic Preservation, Planned Development, and Public School Overlay Zones.

- ◆ **Landmark and Historic Preservation (LHP) Overlay Zone.** This zone is designated by Town Council and is applied to individual sites and structures or small areas deemed of architectural and/or historical significance. The structure(s) in LHP overlays are subject to special standards regarding their appearance, use, and maintenance.
- ◆ **Planned Development (PD) Overlay Zone.** The PD overlay zone is intended to ensure orderly planning and quality design that will be in harmony with the existing or potential development of the surrounding neighborhood. The Planned Development Overlay is a specially tailored development plan and ordinance which designates the zoning regulations for the accompanying project, sets specific development standards, and ensures that zoning and the General Plan are consistent. Commercial,

residential or industrial property or a mixture of these uses may be considered for a Planned Development Overlay.

- ◆ **Public School (PS) Overlay Zone.** The PS overlay zone is intended to allow school buildings to be used, without extensive exterior modifications, in ways which will make it unnecessary to sell school facilities. The overlay permits a variety of community-related and education- related uses, including, but not limited to, museums, community centers, playgrounds, and nursery schools. Any land owned by a public school district (regardless of underlying zone) may be zoned PS.
- ◆ **Housing Element Overlay Zone (HEOZ).** The HEOZ is intended to increase the supply and the mix of housing types, tenure, and affordability within the Town of Los Gatos. Through appropriate densities, the housing element overlay zone encourages the development of housing affordable to all income levels as described in the 2023-2031 Housing Element Sites Inventory to comply with the Town's Regional Housing Needs Allocation (RHNA) for the sixth cycle Planning period and listed in Table LU-2.

TABLE LU-2 HEOZ Development Standards

Designation	Standards
Low Density Residential	<b>Density:</b> 0 – 5 du/ac <b>Lot Coverage:</b> Up to 50% <b>Max. Height:</b> 30 feet
Medium Density Residential	<b>Density:</b> 14 – 22 du/ac <b>Density in Very High Fire Hazard Severity Zones:</b> 5 – 12 du/ac <b>Lot Coverage:</b> Up to 75% <b>Max. Height:</b> 35 feet
High Density Residential	<b>Density:</b> 30 – 40 du/ac <b>Lot Coverage:</b> Up to 75% <b>Max. Height:</b> 45 feet
Mixed-Use	<b>Density:</b> 30 – 40 du/ac <b>FAR:</b> Up to 3.0 <b>Max. Height:</b> 45 feet
Neighborhood Commercial	<b>Density:</b> 10 – 20 du/ac <b>FAR:</b> Up to 1.0 <b>Max. Height:</b> 35 feet
Central Business District	<b>Density:</b> 20 – 30 du/ac <b>FAR:</b> Up to 2.0 <b>Max. Height:</b> 45 feet
North Forty Specific Plan	<b>Density:</b> 30 – 40 du/ac <b>FAR:</b> As defined in Specific Plan <b>Max. Height:</b> As defined in Specific Plan
<u>Office Professional</u>	<b>Density:</b> 10 – 20 du/ac <b>FAR:</b> Up to 1.0 <b>Max. Height:</b> 35 feet
<u>Service Commercial</u>	<b>Density:</b> none <b>FAR:</b> Up to 1.0 <b>Max. Height:</b> 35 feet
<u>Light Industrial</u>	<b>Density:</b> none <b>FAR:</b> Up to 1.0 <b>Max. Height:</b> 35 feet



## 2. Historic Districts

The Town has established five historic districts to preserve neighborhoods deemed significant to the history of Los Gatos.

- ◆ **Almond Grove Historic District.** An approximately 40-acre area that constitutes the largest subdivision following incorporation of the Town of Los Gatos. This District was established by ordinance in 1980.
- ◆ **Broadway Historic District.** An approximately 100-acre area that is the site of the first residential subdivision and first residential street in the Town of Los Gatos. This District was established by ordinance in 1985.
- ◆ **Los Gatos Historic Commercial District.** Bounded by Elm Street to the north, Main Street to the south, Los Gatos Creek to the east, and North Santa Cruz Avenue to the west. The Town's only concentration of intact historic commercial buildings. It was established by ordinance in 1991.
- ◆ **Fairview Plaza Historic District.** Limited to the cul-de-sac termination of Fairview Plaza, part of an historic subdivision originally surveyed in 1885 known as the "Fairview Addition." The District retains the same configuration as originally mapped and contains a rare collection of Victorian and Craftsman homes, unique in their compact scale and proximity to one another. This District was established by ordinance in 1992.
- ◆ **University/Edelen Historic District.** Bounded by Saratoga Avenue to the north, Main Street to the south, Los Gatos Creek to the east, and the former Southern Pacific Railroad right-of-way to the west. The District is composed of five subdivisions that predate 1900 and contain a number of residential and commercial structures of mixed architectural styles. This District was established by ordinance in 1991. All of Los Gatos's historic districts are defined by structures that contribute to the District. In every District, the transformation of these structures is tightly regulated. Demolition of contributing structures is strictly prohibited. In addition, all restoration, rehabilitation, and new construction of principal units must adhere to a series of guidelines for preserving architectural heritage and conforming to existing style. Any modifications to the original design are either restricted or prohibited.

### 3. Overlay Designation

The North Forty Specific Plan Overlay is applied to the approximately 40-acre property bounded by Los Gatos Boulevard to the east, Highway 17 to the west, Lark Avenue to the south, and Highway 85 to the North. This Overlay requires the preparation and adoption of a specific plan that will determine the mix of uses, dimensional standards, architectural standards, phasing, and infrastructure to support the development of the property prior to approval of any entitlements. Drawing on the draft North Forty Specific Plan prepared in 1999, the General Plan overlay designation is intended to help guide the future development of this property. The 2020 General Plan Environmental Impact Report assumed a maximum capacity of 750 mixed residential units and 580,000 square feet of retail and offices uses for the purposes of assessing environmental impacts associated with the development of the property. While this is the maximum development capacity under this General Plan, the specific plan may be approved with lower densities and square footage of residential and commercial uses, respectively. The North Forty Specific Plan will be based on the following general guidelines:

- ◆ Include a mixture of uses that will complement the Downtown and the rest of the community.
- ◆ Be based on sustainable and “smart” development practices.

- ◆ Include public gathering spaces such as a plaza and park.
- ◆ Provide for a variety of residential housing types, both rental- and owner-occupied. A minimum of 20 percent of the units shall be affordable to households at the moderate income level or below.
- ◆ Include high-quality architecture and design that reflects the rural and agricultural history of the site.
- ◆ Provide pedestrian-oriented buildings along the Los Gatos Boulevard frontage, with minimal parking oriented to the street.
- ◆ Take advantage of the grade change across the site.
- ◆ Continue the “boulevard treatment” along Los Gatos Boulevard, with interconnections from one parcel’s drive aisle to the next.
- ◆ Include connections to existing intersections along Los Gatos Boulevard and Lark Avenue.
- ◆ Develop gateway or landmark features at Los Gatos Boulevard and Lark Avenue and at Los Gatos Boulevard and the Highway 85 off-ramp.
- ◆ Provide an easily accessible, fully connected street network that encourages walking.
- ◆ Provide a vegetative buffer and screening along Highways 17 and 85.
- ◆ Preserve Town character and views.

#### **4. Other Plans**

The Hillside Specific Plan and Los Gatos Boulevard Plan areas are each developed according to separate land use goals and in different areas of the Town. In addition to these approved Specific Plans, the Town will be developing a North Forty Specific Plan.

##### **a. Hillside Specific Plan**

The Hillside Specific Plan establishes land use policy for the Hillside Study Area, an area of mountainous terrain in the southeastern portion of the Town designated for Hillside Residential development. Adopted by Town Council in 1978, the Specific Plan establishes a series of policies and standards related

to land use, facilities, services, circulation, fire protection, safety, and open space. These policies and standards are intended to prevent deficiencies in access to water and sewer services, ensure conservation of the sensitive natural environment, and address differences in Town and County land use regulations.

Development in the Hillside Specific Plan area is prohibited outside of designated “least restrictive development areas” (LRDAs) unless it is compliant with conditions established in the Plan.

b. Los Gatos Boulevard Plan

Adopted by Town Council in 1997, the Los Gatos Boulevard Specific Plan is a policy framework for meeting a series of short, medium, and long range goals related to the commercial revitalization of Los Gatos Boulevard. This Specific Plan is based on a land use concept for which higher density, mixed-use commercial development in the north of the Specific Plan area transitions into residential and community clusters, and then into existing residential neighborhoods just south of the Specific Plan area. This Specific Plan contains policies and design standards targeting safe, attractive public improvements; pedestrian-oriented activity nodes; vital, commercial land use; distinct gateways, and site-appropriate private improvements.


c. Central Los Gatos Redevelopment Project

The Central Los Gatos Redevelopment Project, which focuses on an area located around Downtown Los Gatos, contains a mix of residential and non-residential land use designations. The Town of Los Gatos Redevelopment Agency has the authority to facilitate property acquisition and management, construction of public improvements, structural rehabilitation, and site assembly within the Project Area. The project was adopted in 1991, following the 1989 Loma Prieta earthquake. The main objectives of the project are to eliminate blight, assemble land parcels for improved development, strengthen the economic base of downtown, and improve undeveloped and underutilized areas.


***G. Goals, Policies, and Actions***

The following goals, policies, and actions guide future physical development throughout Los Gatos.



<b>Goal LU-1</b>	<b>To preserve, promote, and protect the existing small-town character and quality of life within Los Gatos.</b>
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- |               |  |
|---------------|--|
| Policy LU-1.1 | Encourage developers to engage in discussions as early as possible regarding the nature and scope of the project and possible impacts and mitigation requirements.   |
| Policy LU-1.2 | Ensure that new development preserves and promotes existing commercial centers consistent with the maintenance of a small-scale, small-town atmosphere and image.  |
| Policy LU-1.3 | To preserve existing trees, natural vegetation, natural  topography, riparian corridors and wildlife habitats, and promote high quality, well-designed, environmentally sensitive, and diverse landscaping in new and existing developments. |
| Policy LU-1.4 | Infill projects shall be designed in context with the neighborhood and surrounding zoning with respect to the existing scale and character of surrounding structures, and should blend rather than compete with the established character of the area.   |
| Policy LU-1.5 | Encourage private/public funding, development, and operation of cultural amenities, activities, and centers consistent with the small-town character of Los Gatos.   |

- Policy LU-1.6 Recognizing that our ability to preserve our small-town character is somewhat dependent on decisions in surrounding communities, continue and expand Town participation in planning processes in neighboring jurisdictions and regional bodies in order to develop innovative, effective, and coordinated land use, transportation, and hillside development plans and standards that will help preserve our small-town character.
- Policy LU-1.7 Use task forces, ad hoc committees and other means as appropriate to involve residential and commercial interests in Town matters.
- Policy LU-1.8 Commercial development of any type (office, retail, research and development, etc.) shall be designed in keeping with the small-town character of Los Gatos.

<b>Goal LU-2</b> 	<b>To maintain a balanced, economically stable community within environmental goals.</b>
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**Policies**

- Policy LU-2.1  Minimize vehicle miles traveled for goods and services by allowing and encouraging stores that provide these goods within walking distance of neighborhoods in Los Gatos.
- Policy LU-2.2  Promote telecommuting and home-based businesses by allowing live-work and work-live uses in existing and future residential development.

<b>Goal LU-3</b>	<b>To coordinate with surrounding jurisdictions and other local and regional agencies that may affect Los Gatos's future development patterns and character.</b>
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**Policies**

Policy LU-3.1 Cooperate with the County of Santa Clara to encourage the annexation of unincorporated islands into the Town. The Town will not require the installation of curbs, gutters, sidewalks, or street lights as a condition of annexation nor will these improvements be imposed on annexed areas unless the residents of the area request such improvements and are willing to participate in the cost of such improvements. This does not prevent the Town from requiring such improvements as a condition of approval of any zoning or subdivision approval if such conditions are normally made on those items and the improvements would be in keeping with the neighborhood.

Policy LU-3.2 Work with Santa Clara County to ensure that projects developed in the County meet Town policies and standards, do not induce further development, and do not unduly burden the Town.

<b>Goal LU-4</b>	<b>To provide for well-planned, careful growth that reflects the Town's existing character and infrastructure.</b>
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**Policies**

Policy LU-4.1 Integrate planning for the North Forty area, Los Gatos Boulevard, Vasona Light Rail area, and Downtown so that development in each area takes into consideration the Town as a whole.

Policy LU-4.2 Allow development only with adequate physical infrastructure (e.g. transportation, sewers, utilities, etc.) and social services (e.g. education, public safety, etc.).

- Policy LU-4.3 Only approve projects for which public costs can be justified by the overall benefit to the community.
- Policy LU-4.4 Project applicants shall evaluate and provide appropriate mitigation measures to reduce impacts on urban services including schools, utilities, police, and fire.
- Policy LU-4.5 Discourage corridor lots. Corridor lots shall only be allowed if the use of a corridor lot decreases the amount of public street required for the subdivision, contributes to the surrounding neighborhood, and is in context with the existing scale and established character of the neighborhood. The subdivider shall also demonstrate that the use of a corridor lot benefits surrounding properties.

<b>Goal LU-5</b>	<b>To encourage public involvement in Town planning processes.</b>
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**Policy**

- Policy LU-5.1 Use task forces, ad hoc committees, and other means as appropriate to involve residential and commercial interests in Town matters.

**Action**

- Action LU-5.1 Utilize traditional communication tools and new media and technology to provide clear and current information on Town processes and decisions and to encourage public participation in Town government.

<b>Goal LU-6</b>	<b>To preserve and enhance the existing character and sense of place in residential neighborhoods.</b>
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**Policies**

- Policy LU-6.1 Protect existing residential areas from the impacts of non-residential development.
- Policy LU-6.2 Allow non-residential activity in residential areas only when the character and quality of the neighborhood can be maintained.
- Policy LU-6.3 Protect existing residential areas from adjacent non-residential uses by assuring that buffers are developed and maintained.
- Policy LU-6.4 Prohibit uses that may lead to the deterioration of residential neighborhoods, or adversely impact the public safety or the residential character of a residential neighborhood.
- Policy LU-6.5 The type, density, and intensity of new land use shall be consistent with that of the immediate neighborhood.
- Policy LU-6.6 In order to reduce landfill, conserve resources, and preserve neighborhood character, demolitions shall be discouraged in established residential neighborhoods and applicants shall submit structural reports to determine whether the demolition of any principal structure is justified. If allowed, the replacement house should be similar in size and scale to other homes in the neighborhood and maintain the neighborhood character.
- Policy LU-6.7 Continue to encourage a variety of housing types and sizes that is balanced throughout the Town and within neighborhoods, and that is also compatible with the character of the surrounding neighborhood.
- Policy LU-6.8 New construction, remodels, and additions shall be compatible and blend with the existing neighborhood.

LU-27

- Policy LU-6.9 The Housing Element assumes that sites designated medium and high density residential will be developed at the upper end of the density range. If the Town approves a development at a lower density on one of these sites, staff shall identify one or more other sites to maintain the Town's capacity to meet its housing needs as identified in the Housing Element, subject to neighborhood compatibility and mitigation of traffic impacts.
- Policy LU-6.10 Require applicants to submit letters of justification to show how new residential development contributes to the balance of types and sizes of housing available in Los Gatos.

**Actions**

- Action LU-6.1 Develop standards for traffic, noise, intensity, and overall size for non-residential uses in residential zones.
- Action LU-6.2 The conditional use permit approvals for non-residential uses in residential zones shall be reviewed by the Planning Commission on an as-needed basis for any adverse impacts, nuisances, or any required modifications.

<b>Goal LU-7</b>	<b>To use available land efficiently by encouraging appropriate infill development.</b>
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**Policies**

- Policy LU-7.1 Allow redevelopment of unused school sites commensurate with the surrounding residential neighborhood and availability of services.

LU-28

- Policy LU-7.2 To ensure compatibility with surrounding neighborhoods, infill projects shall demonstrate that the development meets the criteria contained in the Development Policy for In-Fill Projects and the deciding body shall make findings consistent with this policy.
- Policy LU-7.3 Infill projects shall contribute to the further development of the surrounding neighborhood (e.g. improve circulation, contribute to or provide neighborhood unity, eliminate a blighted area) and shall not detract from the existing quality of life.
- Policy LU-7.4 Infill projects shall be designed in context with the neighborhood and surrounding zoning with respect to the existing scale and character of surrounding structures, and should blend rather than compete with the established character of the area.



<b>Goal LU-8</b>	<b>To uphold and enforce adopted land use regulations.</b>
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**Policies**


- Policy LU-8.1 Maintain a Code Compliance function to effectively enforce the land use regulations in the Town Code.
- Policy LU-8.2 Town staff shall identify major violations (illegal units, sign violations, illegal uses, tree removals, grading violations, etc.) without waiting for public complaint. Town staff shall act on minor violations (illegally parked cars, boats, trailers and campers, etc.) based on public complaints. Additional violations that may be observed during investigation of a complaint shall also be acted on.

<b>Goal LU-9</b>	<b>To provide residents with adequate commercial and industrial services.</b>
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**Policies**

- |  |  |
|--|--|
| Policy LU-9.1  | Ensure that new development preserves and promotes existing commercial centers consistent with the maintenance of a small-scale, small-town atmosphere and image.  |
| Policy LU-9.2  | Maintain a variety of commercial uses, including a strong Downtown commercial area combined with Los Gatos Boulevard and strong neighborhood commercial centers to meet the shopping needs of residents and to preserve the small-town atmosphere. |
| Policy LU-9.3  | Encourage a mix of retail and office uses in commercial areas, except in the Central Business District designation, where retail should be emphasized and office should be limited to upper floors and other areas as defined by the Town Code.    |
| Policy LU-9.4  | Encourage existing light industry and service commercial uses to remain or be replaced with similar uses.  |
| Policy LU-9.5<br> | Encourage the development and retention of locally owned stores and shops.   |
| Policy LU-9.6<br> | Encourage development that maintains and expands resident-oriented services and/or creates employment opportunities for local residents consistent with overall land use policies of the Town.   |
| Policy LU-9.7  | “Broadening the tax base” shall never be the sole reason for allowing new commercial development or approving a change in a commercial land use.   |

LU-30

Policy LU-9.8  Retail sales tax “leakage” should be kept to a minimum by providing in-town convenience and comparative shopping opportunities.

Policy LU-9.9 Buffers shall be required as conditions of approval for non-residential projects that are adjacent to residential areas and may consist of landscaping, sound barriers, building setbacks, or open space.

Policy LU-9.10 Prohibit new commercial or industrial zoning adjacent to school sites and carefully consider the impacts of new school sites in industrial and commercial land use designations.

#### Action

Action LU-9.1 The Town should identify those businesses that are needed in the Town and actively recruit those businesses.

<b>Goal LU-10</b>	<b>To preserve Downtown Los Gatos as the historic center of the Town, with goods and services for local residents, while maintaining the existing Town identity, environment, and commercial viability.</b>
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#### Policies


Policy LU-10.1 Encourage the development and retention of small businesses and independent stores and shops Downtown that are consistent with small-town character and scale.

Policy LU-10.2 Recognize and encourage the different functions, land use patterns, and use mixes of the various commercial areas within the Downtown. These include:

- The pedestrian scale and orientation of the Central Business District.

- b. The neighborhood-serving commercial land use pattern of areas north of Saratoga Avenue to Blossom Hill Road.
- c. The mixed use commercial activities along Santa Cruz Avenue and the service commercial activities along University Avenue between Andrews Street and Blossom Hill Road.

Policy LU-10.3 Establish and maintain strong boundaries between the Central Business District designation and adjacent residential neighborhoods.

Policy LU-10.4  Encourage mixed uses to increase residential opportunities in commercial zones Downtown, taking into consideration potential impacts to loss of commercial opportunities.

<b>Goal LU-11</b>	<b>To plan for development of a variety of uses in the North Forty area in a coordinated and comprehensive way.</b>
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**Policies**

Policy LU-11.1 Zoning shall be changed as part of development applications to provide consistency with the Vasona Light Rail Element and other elements of this General Plan and with any future specific plan prepared for this area.

Policy LU-11.2 The Town shall encourage uses that serve Town residents. These include, but are not limited to, open space, playfields, office, retail, and other commercial uses. Residential uses may be permitted as part of mixed-use development and only with acceptable mitigation of adverse noise, air quality, and other environmental hazards.

LU-32

Policy LU-11.3 Provide coordinated infrastructure in the North Forty area.

Policy LU-11.4 Include a variety of regional destination and local-serving commercial uses in the North Forty area, following a logical land use pattern that takes advantage of the site opportunities while protecting adjacent uses.

Policy LU-11.5 Avoid negative effects on the long-term development potential of the area surrounding the North Forty area.

Policy LU-11.6 Incorporate multi-modal links from the North Forty area to the Vasona Light Rail station into the North Forty Specific Plan.



#### Action

Action LU-11.1 Prepare and adopt a specific plan for the North Forty area prior to development of the site.

<b>Goal LU-12</b>	<b>To ensure an appropriate mix of land use types along Los Gatos Boulevard in order to maintain the economic vitality of the corridor and continue to serve the needs of Town residents.</b>
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#### Policies

Policy LU-12.1 Encourage redevelopment and assemblage of parcels that have experienced a high vacancy rate over a prolonged period of time, possibly including appropriate and compatible rezoning.

Policy LU-12.2 Encourage a mix of uses along Los Gatos Boulevard, including, where appropriate, mixed-use parcels that are compatible with surrounding uses.



LU-33

- Policy LU-12.3  New landscaping, streetscape improvements and new development along Los Gatos Boulevard shall incorporate pedestrian amenities, scale, and design.
- Policy LU-12.4  Encourage mixed uses to increase residential opportunities in commercial zones.
- Policy LU-12.5 Retain and enhance auto dealerships.
- Policy LU-12.6 Neighborhood commercial, multi-family residential, and office uses shall be concentrated south of Los Gatos–Almaden Road.
- Policy LU-12.7 New and relocating auto-related businesses shall be located north of Los Gatos–Almaden Road, adjacent to existing auto dealerships, or on a vacant site previously used for permitted auto sales.
- Policy LU-12.8 Uses on Los Gatos Boulevard south of Roberts Road shall be residential or office; existing non-residential uses shall not be intensified; and existing vacant property and residential uses shall be developed as Single Family Residential.
- Policy LU-12.9 Encourage replacement of vacated business south of Los Gatos–Almaden Road and north of Roberts Road/Shannon Road with neighborhood commercial, multi-family, or office uses.



**Goal LU-13**      **To promote appropriate and compatible development along Los Gatos Boulevard that complements the whole Town and serves residents and families.**

**Policies**

- Policy LU-13.1      Development shall transition from higher intensity uses at the north end of Los Gatos Boulevard to existing residential uses at the south end of Los Gatos Boulevard.
- Policy LU-13.2      Commercial activity along Los Gatos Boulevard shall complement the whole Town and shall provide a dependable source of income, employment opportunities, goods, and services.
- Policy LU-13.3      New projects along Los Gatos Boulevard shall incorporate a family and resident orientation.
- Policy LU-13.4      New development along Los Gatos Boulevard shall be designed to minimize adverse impacts on adjacent residential areas.
- Policy LU-13.5      Establish and maintain appropriate boundaries between the commercial uses along Los Gatos Boulevard and adjacent residential neighborhoods.
- Policy LU-13.6      Provide more pedestrian/bike areas and links to adjacent residential areas to foster neighborhood use of commercial centers.
- Policy LU-13.7      Allow auto dealers and other commercial property owners and merchants to conduct occasional promotional sales activities with a “festival” atmosphere with appropriate restrictions to reduce traffic congestion and impacts on neighboring commercial and residential uses.

LU-35

**Actions**

- Action LU-13.1 Work with existing auto dealers and other commercial property owners and merchants to develop an appropriate commercial image specifically for Los Gatos Boulevard.
- Action LU-13.2 Use the adopted Los Gatos Boulevard Plan and Commercial Design Guidelines to review development proposals and exterior improvements to existing buildings.

**DRAFT ORDINANCE**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AMENDING CHAPTER 29, "ZONING REGULATIONS," OF THE TOWN CODE  
ADDING 100 PERCENT AFFORDABLE HOUSING PROJECTS AS A PERMITTED USE IN  
THE RESTRICTED COMMERCIAL HIGHWAY (CH) ZONE PURSUANT TO  
IMPLEMENTATION PROGRAM AB OF THE 2023-2031 HOUSING ELEMENT**

**WHEREAS**, the 2023-2031 Housing Element, which was adopted on June 4, 2024, and subsequently found in compliance with housing element law on July 10, 2024, by the California Department of Housing and Community Development, provides that the Town will amend Chapter 29 (Zoning Regulations) of the Town Code regarding 100 percent affordable housing projects; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 9, 2025, at which time the Commission considered the public testimony, the Staff Report prepared for that meeting, and all other documentation related to the Town Code amendment, and forwarded a recommendation of approval to the Town Council; and

**WHEREAS**, the amendments are consistent with the General Plan and its Elements; and

**WHEREAS**, the amendments are consistent with Chapter 29, "Zoning Regulations" of the Town Code.

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

**SECTION I. Incorporation of Recitals.**

The Town Council finds that the above Recitals are true and correct and are incorporated herein by reference.

**SECTION II. Subsection (a) of Section 29.60.420, "Permitted uses," of Chapter 29, "Zoning Regulations," is amended to read as follows:**

- (a) Activities allowed in the CH or restricted highway commercial zone are those which do not unreasonably interfere with nearby residential uses and which are in the following categories:
  - (1) Retailing, including formula retail up to ten thousand (10,000) square feet.

- (2) Personal service businesses and service businesses necessary for the conduct of households.
- (3) Office activities.
- (4) Limited manufacturing activities when a majority of sales are made on site to the ultimate consumer.
- (5) Group classes.
- (6) Specialty food retail without alcoholic beverages.
- (7) 100 percent affordable residential developments.

### **SECTION III. Severability.**

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

### **SECTION IV. California Environmental Quality Act (CEQA).**

The Town Council finds that the proposed amendments are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines; are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the action will not have a significant adverse impact on the environment; any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA.

### **SECTION V. Publication.**

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

### **SECTION VI. Effective Date.**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of

Los Gatos on the 6<sup>th</sup> day of May 2025, and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the \_\_\_\_ day of \_\_\_\_ 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

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

ATTEST:

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

## 10. Housing Element

Programs	
<p>would result amendments to the Municipal Code, as follows :</p> <ul style="list-style-type: none"> <li>Align parking requirements with the preparation of Objective Design Standards.</li> <li>Reduce parking requirements near transit.</li> <li>Remove guest parking requirements for all residential and mixed-use projects in all zones.</li> <li>Allow parking to be unbundled from residential units.</li> </ul>	Responsible Department/Review Authority
	Community Development Department
	Timeframe
	Complete study by January 2025 and implement Town Code changes by June 2025
	Funding Source
	None required
	Quantified Objective
	Zoning Code amendment to reduce parking standards
	Performance Metric(s)
	Zoning Code amendment
<b>AB Allow for 100 Percent Affordable Residential Development in Mixed-Use General Plan Designations</b>  Amend the General Plan and the Municipal Code to allow for 100 percent affordable residential development without the requirement of commercial uses.	Implementation
	HE-3.1 Regulatory Incentives for Affordable Housing
	Responsible Department/Review Authority
	Community Development Department
	Timeframe
	Implement General Plan and Municipal Code changes by June 2024
	Funding Source
	None required
	Quantified Objective
	Amend the General Plan and Zoning Code to allow for 100 percent affordable housing development in Mixed-Use General Plan designations
<b>AC SB 35 Process Improvements</b>  Develop an SB 35 checklist and written procedures for processing SB 35 applications to ensure efficient and complete application processing.	Performance Metric(s)
	Measure the number of mixed-use units entitled annually
	Implementation
	HE-3.3 Efficient Development Processing HE-3.1 Regulatory Incentives for Affordable Housing
	Responsible Department/Review Authority
	Community Development Department
	Timeframe
	Implement by December 2023
	Funding Source
	Staff Time
	Quantified Objective



**TOWN OF LOS GATOS  
PLANNING COMMISSION  
REPORT**

MEETING DATE: 04/09/2025

ITEM NO: 4

ITEM NO. 10.

DATE: April 4, 2025

TO: Planning Commission

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider Making a Recommendation to the Town Council to Adopt a Resolution to Amend the General Plan to Allow 100 Percent Affordable Housing Residential Developments as a Permitted Use in the Mixed-Use Commercial General Plan Land Use Designation and Adopt an Ordinance to Amend Chapter 29 (Zoning Regulations) of the Town Code to Add 100 Percent Affordable Residential Developments as a Permitted Use in the Restricted Commercial Highway (CH) Zone, Pursuant to Implementation Program AB of the 2023-2031 Housing Element. Adoption of this Resolution and Ordinance are Exempt Pursuant to CEQA, Section 15061(b)(3) in that it Can be Seen with Certainty that they Will Not Impact the Environment. General Plan Amendment Application GP-24-004 and Zoning Code Amendment Application A-24-010. **Project Location: Town Wide.** Applicant: Town of Los Gatos.

**RECOMMENDATION:**

Forward a recommendation to the Town Council to adopt a Resolution to amend the General Plan to allow 100 percent affordable residential developments as a permitted use in the Mixed-Use Commercial General Plan Land Use Designation and adopt an Ordinance to amend Chapter 29 (Zoning Regulations) of the Town Code to add 100 percent affordable residential developments as a permitted use in the Restricted Commercial Highway (CH) zone, pursuant to Implementation Program AB of the 2023-2031 Housing Element.

**CEQA:**

The proposed amendments to the General Plan and Chapter 29 of the Town Code are not subject to the California Environmental Quality Act ("CEQA") because the amendment being proposed are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines. Additionally, the proposed amendments are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with

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

Reviewed by: Community Development Director and Town Attorney

SUBJECT: 100 Percent Affordable Housing Developments General Plan and Zoning Code Amendments, Implementation Program AB/GP-24-004 and A-24-010  
DATE: April 4, 2025

certainty that the action will not have a significant adverse impact on the environment since the proposed amendments to allow 100 percent affordable residential development as a permitted use would occur on lands currently designated and zoned to allow a residential use in a mixed-use development. Finally, any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA.

#### FINDINGS:

- The proposed amendments are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines; are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the action will not have a significant adverse impact on the environment; any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA; and
- The proposed amendments to the General Plan and Chapter 29 of the Town Code are consistent with the General Plan because they would allow a residential use on lands currently designated and zoned to allow a residential use in a mixed-use development of the Town Code.

#### BACKGROUND:

With certification of the 2023-2031 Housing Element, the Town committed to completing the Implementation Programs contained in the Housing Element. The Town is required to report the progress made on the Housing Element Implementation Programs to the California Department of Housing and Community Development (HCD) to demonstrate compliance with the Housing Element and maintain its certification. Implementation Program AB of the Housing Element requires amendments to the Mixed-Use Commercial Land Use Designation of the General Plan and the CH zone (Chapter 29 of Town Code) to allow for 100 percent affordable residential developments as a permitted use. Specifically, Implementation Program AB states the following:

- Amend the General Plan and the Municipal Code to allow for 100 percent affordable residential development without the requirement of commercial uses.

On February 12, 2025, the General Plan Committee (GPC) considered the proposed amendments and forwarded a recommendation to amend the General Plan to allow 100 percent affordable residential developments as a permitted use in the Mixed-Use Commercial General Plan Land Use Designation and amend Chapter 29 (Zoning Regulations) of the Town Code to add 100 percent affordable residential developments as a permitted use in the CH zone. Included with the GPC's recommendation was a request that maps showing where the



SUBJECT: 100 Percent Affordable Housing Developments General Plan and Zoning Code Amendments, Implementation Program AB/GP-24-004 and A-24-010  
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proposed amendments would be applicable be provided to the Planning Commission and the Town Council, and that a discussion of height allowances under State Density Bonus Law (SDBL) also be provided. The February 12, 2025, GPC staff report and minutes are included as Exhibits 4 and 5.

DISCUSSION:

Policy HE-3.1 of the 2023-2031 Housing Element, requires the Town to facilitate the development of affordable housing through regulatory incentives and concessions, and/or financial assistance to remove barriers to the production of housing. Consistent with this policy, Implementation Program AB requires amendments to the General Plan and the Town Code to allow for 100 percent affordable residential developments as a permitted use without a commercial component within the Mixed-Use General Plan Land Use Designation and CH zone.

The following is a summary of the required amendments for consideration by the Planning Commission.

A. Mixed-Use Commercial General Plan Land Use Designation

The Mixed-Use Commercial Land Use Designation within the Town of Los Gatos 2020 General Plan Land Use Element currently permits, among other things, a mixture of retail, office, and residential uses in a mixed-use project. However, a standalone residential use is not permitted unless associated with a commercial use within a mixed-use project.

Housing Element Implementation Program AB requires amending the Mixed-Use Commercial Land Use Designation to also allow a standalone residential use when the development would be 100 percent affordable. The proposed General Plan amendment would affect all Town parcels with a Mixed-Use Commercial Land Use Designation and is not limited to the properties included in the Sites Inventory of the Housing Element. Exhibit 2 provides the draft amendments to the Mixed-Use Commercial General Plan Land Use Designation.

Exhibit 6 shows the locations of the Mixed-Use Commercial General Plan Land Use Designation in the Town. Through Implementation Program AB, these are the areas where a 100 percent affordable residential development would be allowed as a permitted use. These areas are concentrated along Los Gatos Boulevard between Blossom Hill Road and Samaritan Drive, and Los Gatos-Saratoga Road at Alberto Way.

SUBJECT: 100 Percent Affordable Housing Developments General Plan and Zoning Code Amendments, Implementation Program AB/GP-24-004 and A-24-010

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B. Restricted Commercial Highway (CH) Zone

Generally speaking, Town properties with a Mixed-Use Commercial General Plan Land Use Designation are zoned CH, and these properties are located along Los Gatos Boulevard, north of Shannon Road. According to Town Code Section 29.60.415, “the CH or restricted highway commercial zone is intended for development of vehicular-oriented activities and sales along highway frontages, intermingled with compatible retail, service, and administrative activities.”

Housing Element Implementation Program AB would involve amending Town Code Section 29.60.420 (CH Zone – Permitted Uses), adding “100 percent affordable residential developments” as a permitted use in the zone. The proposed Town Code amendment would affect all Town parcels that are zoned CH and is not limited to the properties included in the Sites Inventory of the Housing Element. Exhibit 3 provides the draft amendments to Town Code Section 29.60.420.

Exhibit 7 shows the location of the commercial zones (C-1, C-2, CH, and O) where mixed use developments are allowed with approval of a Conditional Use Permit (CUP).

General Plan Committee

On February 12, 2025, the GPC considered the proposed amendments and forwarded a recommendation to amend the General Plan to allow 100 percent affordable residential developments as a permitted use in the Mixed-Use Commercial General Plan Land Use Designation and amend Chapter 29 (Zoning Regulations) of the Town Code to add 100 percent affordable residential developments as a permitted use in the CH zone. Included with the GPC’s recommendation was a request that maps showing where the proposed amendments would be applicable be provided to the Planning Commission and the Town Council. These maps are included as Exhibits 6 and 7. Additionally, the GPC requested that a discussion of height allowances under SDBL also be provided to the Planning Commission and Town Council. Below is a comparison of the allowances provided for 100 percent affordable residential development submitted under SDBL against other typical projects submitted under SDBL.

State Density Bonus Law

During discussion by the GPC, questions regarding the allowances provided for 100 percent affordable residential developments under SDBL were provided to staff. The following provides a response to the various questions related to SDBL. Staff notes that there are other state laws meant to incentivize and streamline housing production such as SB 35, AB 2011, and SB 6, but SDBL has been the most commonly used in the Town and is evaluated herein.

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DATE: April 4, 2025

SDBL created a mechanism to obtain more favorable development requirements for projects with affordable or senior units. To meet the affordable housing goals, developers are entitled to a density bonus that corresponds to specified percentages of units set aside for very-low, low, or moderate-income households. In addition to the density bonus, SDBL provide three provisions that must be granted to qualifying projects:

1. One or more concessions/incentives that provide cost reductions for the development. Under the law, a concession includes a reduction in site development standards and/or regulations when such regulations potentially make the project economically infeasible for the developer to build. These can include a reduction in site development standards or modification of zoning or architectural design requirements that exceed minimum building standards. The number of allowed concessions is determined on a sliding scale based on the percentage of units that will be set aside as affordable units and the household income category of those affordable units.
2. Waivers are reductions or modifications of any development standards and other regulations that would physically preclude the development of a project at the density permitted. Development standards include, but are not limited to, height limitations, setback requirements, FAR, open space requirements, or parking requirement that apply to a residential development pursuant to any ordinance, general plan element, policy, resolution, or regulation. There is no limit in the number of waivers an applicant can request through SDBL.
3. Reductions in parking requirements provided based on the number of bedrooms in each unit.

Under SDBL, a 100 percent affordable residential development is provided the following:

- A density bonus of 80 percent and, when located within one-half mile of a *major transit stop*, no limit on density [65915 (f)(3)(D)(i)];
- Up to five concessions/incentives [65915 (d)(2)(D)];
- Unlimited waivers to development standards [65915 (e)];
- A height increase of three additional stories, or 33 feet, when located within one-half mile of a *major transit stop* [65915 (d)(2)(D)]; and
- Reductions in parking requirements based on the number of bedrooms in each unit [65915 (p)(1)] and, when located within one-half mile of a *major transit stop*, no parking requirement [65915 (p)(3)].

Staff notes that aside from the additional height allowance summarized above, applicants can request waivers from height standards under SDBL. Additionally, Public Resources Code Section 21064.3 defines a *major transit stop*. Staff has analyzed the definition and determined that there are currently no major transit stops within Town boundaries or within one-half mile of the Town boundary.

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Amendments, Implementation Program AB/GP-24-004 and A-24-010  
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The following table provides a comparison of projects at different levels of affordability against a 100 percent affordable residential development under SDBL.

State Density Bonus Law Comparison			
	20 Percent Low Income	20 Percent Moderate Income	100 Percent Low Income
Density Bonus	35 percent	15 percent	80 percent
Concessions/Incentives	2	2	5
Waivers	Unlimited	Unlimited	Unlimited

### Objective Design Standards

The proposed amendments allow for a 100 percent affordable residential development as a permitted use. These amendments would not eliminate the need for other approvals that may be required, such as Architecture and Site or Subdivision approval. If a 100 percent affordable residential development is proposed that requires Architecture and Site approval, the Town's Objective Design Standards would apply.

### CEQA DETERMINATION:

The proposed amendments are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines; are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the action will not have a significant adverse impact on the environment; any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA; and

### CONCLUSION:

#### A. Summary

The proposed amendments to the General Plan and Town Code related to 100 percent affordable housing developments respond to Implementation Program AB of the 2023-2031 Housing Element.

#### B. Recommendation

Staff recommends that the Planning Commission review the information included in the staff report and forward a recommendation to the Town Council for approval of the proposed amendments to General Plan and Chapter 29 of the Town Code (Exhibit 2). The

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Planning Commission should also include any comments or recommended changes to the proposed amendments in taking the following actions:

1. Make the required finding that the proposed amendments to the General Plan and Chapter 29 of the Town Code included in Exhibits 2 and 3 are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines; are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the action will not have a significant adverse impact on the environment; and any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA (Exhibit 1);
2. Make the required finding that the proposed amendments to the General Plan and Chapter 29 of the Town Code included in Exhibits 2 and 3 are consistent with the General Plan because they would allow a residential use on lands currently designated and zoned to allow a residential use in a mixed-use development of the Town Code. (Exhibit 1); and
3. Forward a recommendation to the Town Council for approval of the proposed amendments to the General Plan (Exhibit 2) and Chapter 29 of the Town Code (Exhibit 3).

C. Alternatives

Alternatively, the Commission can:

1. Forward a recommendation to the Town Council for approval of the proposed amendments to the General plan and Town Code with modifications; or
2. Continue the matter to a date certain with specific direction.

COORDINATION:

This report was coordinated with the Town Attorney's office.

EXHIBITS:

1. Required Findings
2. Draft Amendments to the General Plan
3. Draft Amendments to Chapter 29 of the Town Code
4. General Plan Committee Staff Report, February 12, 2025
5. General Plan Committee Draft Minutes, February 12, 2025
6. Map of Mixed-Use Commercial Land Use Designation
7. Map of Commercial Zones

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**PLANNING COMMISSION – April 9, 2025**  
**REQUIRED FINDINGS FOR:**

**General Plan Amendment Application GP-24-004**

**Zoning Code Amendment Application A-24-010**

Consider Making a Recommendation to the Town Council to Adopt a Resolution to Amend the General Plan to Allow 100 Percent Affordable Housing Residential Developments as a Permitted Use in the Mixed-Use Commercial General Plan Land Use Designation and Adopt an Ordinance to Amend Chapter 29 (Zoning Regulations) of the Town Code to Add 100 Percent Affordable Residential Developments as a Permitted Use in the Restricted Commercial Highway (CH) Zone, Pursuant to Implementation Program AB of the 2023-2031 Housing Element. Adoption of this Resolution and Ordinance are Exempt Pursuant to CEQA, Section 15061(b)(3) in that it Can be Seen with Certainty that they Will Not Impact the Environment. Project Location: Town Wide. Applicant: Town of Los Gatos.

**FINDINGS**

**Required Findings for CEQA:**

- The proposed amendments are not a project under CEQA pursuant to Section 21065 of the Public Resources Code and Section 15378 of the State CEQA Guidelines; are exempt from CEQA pursuant to 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the action will not have a significant adverse impact on the environment; any future 100 percent affordable residential developments that include new construction under a discretionary process would be subject to project specific environmental review under CEQA.

**Required Findings for General Plan:**

- The proposed amendments to the General Plan and Chapter 29 of the Town Code are consistent with the General Plan because they would allow a residential use on lands currently designated and zoned to allow a residential use in a mixed-use development of the Town Code.

**EXHIBIT 1**

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## Town of Los Gatos 2020 General Plan - Land Use Element

### 2. Non-Residential Land Use Designations

For non-residential land uses, the specific uses mentioned are illustrative, and other compatible uses, including those authorized in any other Zoning District within the Town, may be permitted where authorized by a Conditional Use Permit or Planned Development Overlay Zone. In a mixed-use project residential uses may be permitted in conjunction with other permitted uses in non-residential Zoning Districts with the exception of the Commercial Industrial and Controlled Manufacturing Zoning Districts. For non-residential land uses, building intensity limits are indicated by either allowable land coverage or floor area ratio (FAR) and a maximum height limit.

[...]

- Mixed-Use Commercial: Up to 50 percent land coverage with a 35-foot height limit
  - The Mixed-Use Commercial designation permits a mixture of retail, office, and residential in a mixed-use project, along with lodging, service, auto-related businesses, non-manufacturing industrial uses, recreational uses, ~~and~~ restaurants, and 100 percent affordable residential developments. Projects developed under this designation shall maintain the smalltown, residential scale and natural environments of adjacent residential neighborhoods, as well as provide prime orientation to arterial street frontages and proper transitions and buffers to adjacent residential properties. This designation should never be interpreted to allow development of independent commercial facilities with principal frontage on the side streets.

[...]

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## DIVISION 5. - CH OR RESTRICTED HIGHWAY COMMERCIAL ZONE

[...]

**Sec. 29.60.420. - Permitted uses.**

- (a) Activities allowed in the CH or restricted highway commercial zone are those which do not unreasonably interfere with nearby residential uses and which are in the following categories:
- (1) Retailing, including formula retail up to ten thousand (10,000) square feet.
  - (2) Personal service businesses and service businesses necessary for the conduct of households.
  - (3) Office activities.
  - (4) Limited manufacturing activities when a majority of sales are made on site to the ultimate consumer.
  - (5) Group classes.
  - (6) Specialty food retail without alcoholic beverages.
  - (7) 100 percent affordable residential developments.
- (b) Examples of proper CH activities are grocery stores, laundrettes or dry-cleaning agencies, drugstores, barbershops, appliance repair shops, and offices. Examples of activities which are not proper in the CH zone are palmists and soothsayers, manufacturing, wholesaling, or laundry or dry-cleaning plants.

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**TOWN OF LOS GATOS  
PLANNING COMMISSION  
REPORT**

MEETING DATE: 02/12/2025

ITEM NO: 2

ITEM NO. 10.

DATE: February 7, 2025

TO: General Plan Committee

FROM: Joel Paulson, Community Development Director

SUBJECT: Consider Forwarding a Recommendation to the Planning Commission to Amend the General Plan to Allow 100 Percent Affordable Housing Projects as a By-Right Use in the Mixed-Use Commercial General Plan Land Use Designation and Amend Chapter 29 (Zoning Regulations) of the Town Code to Add 100 Percent Affordable Housing Projects as a Permitted Use in the Restricted Commercial Highway (CH) Zone Pursuant to Implementation Program AB of the 2023-2031 Housing Element. Adoption of this Resolution and Ordinance are Exempt Pursuant to CEQA, Section 15061(b)(3) in that it Can be Seen with Certainty that they Will Not Impact the Environment. General Plan Amendment Application GP-24-004 and Zoning Code Amendment Application A-24-010. Project Location: Town Wide. Applicant: Town of Los Gatos. Project Planner: Ryan Safty.

**RECOMMENDATION:**

Consider forwarding a recommendation to the Planning Commission to amend the General Plan to allow 100 percent affordable housing projects as a by-right use in the Mixed-Use Commercial General Plan Land Use Designation and amend Chapter 29 (Zoning Regulations) of the Town Code to add 100 percent affordable housing projects as a permitted use in the Restricted Commercial Highway (CH) Zone pursuant to Implementation Program AB of the 2023-2031 Housing Element.

**CEQA:**

Adoption of this ordinance and resolution are exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), because it can be seen with certainty that they will not significantly affect the physical environment in that they allow affordable housing as a permitted use in the Mixed-Use Commercial General Plan Land Use Designation and CH zone and residential uses are already allowed in the Mixed-Use Commercial General Plan Land

**PREPARED BY:** Ryan Safty  
Associate Planner

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

SUBJECT: Housing Element Overlay Zone/A-24-010 and GP-24-004

DATE: February 7, 2025

Use Designation with a mixed-use project and residential uses are already allowed with a Conditional Use Permit in the CH zone as a part of a mixed-use project.

BACKGROUND:

With certification of the 2023-2031 Housing Element, the Town committed to completing the Implementation Programs contained in the Housing Element. The Town is required to report the progress made on the Housing Element Implementation Programs to the California Department of Housing and Community Development (HCD) to demonstrate compliance with the Housing Element and maintain its certification. Implementation Program AB of the Housing Element requires amendments to the Mixed-Use Commercial Land Use Designation of the General Plan and the CH zone (Chapter 29 of Town Code) to allow for 100 percent affordable residential development in these areas without the need of a commercial component within the Mixed-Use General Plan Land Use Designation and CH zone (Attachment 1). Specifically, Implementation Program AB states the following:

- Amend the General Plan and the Municipal Code to allow for 100 percent affordable residential development without the requirement of commercial uses.

The role of the General Plan Committee (GPC) is to assist the Planning Commission and Town Council on matters relating to the General Plan or any specific plans. As a legislative item, the Planning Commission will make a recommendation to Town Council on the proposed amendments.

DISCUSSION:

The following is a summary of the required amendments for consideration by the GPC.

A. Mixed-Use Commercial General Plan Land Use Designation

The Mixed-Use Commercial Land Use Designation within the Town of Los Gatos 2020 General Plan Land Use Element currently permits, among other things, a mixture of retail, office, and residential uses in a mixed-use project. However, a residential use is not permitted unless associated with a commercial use within a mixed-use project.

Housing Element Implementation Program AB requires amending this Designation to also allow a standalone residential use when the development would be 100 percent affordable. The proposed General Plan amendment would affect all Town parcels with a Mixed-Use Commercial Land Use Designation and is not limited to the properties included in the Sites Inventory of the Housing Element. Attachment 2 shows the draft amendment to the Mixed-Use Commercial General Plan Land Use Designation.

SUBJECT: Housing Element Overlay Zone/A-24-010 and GP-24-004

DATE: February 7, 2025

**B. Restricted Commercial Highway (CH) Zone**

Generally speaking, Town properties with a Mixed-Use Commercial General Plan Land Use Designation are zoned CH, and these properties are located along Los Gatos Boulevard, north of Shannon Road. According to Town Code Section 29.60.415, “the CH or restricted highway commercial zone is intended for development of vehicular-oriented activities and sales along highway frontages, intermingled with compatible retail, service, and administrative activities.”

Housing Element Implementation Program AB would involve amending Town Code Section 29.60.420 (CH Zone – Permitted Uses), adding “100 percent affordable housing developments” as a permitted use in the zone. The proposed Town Code amendment would affect all Town parcels that are zoned CH and is not limited to the properties included in the Sites Inventory of the Housing Element. Attachment 3 shows the draft amendment to Town Code Section 29.60.420.

**PUBLIC NOTIFICATION:**

Public notification included a legal ad in the paper, published on February 7, 2025.

**PUBLIC COMMENTS:**

As of the drafting of this report, no comments from the public have been received.

**CONCLUSION:**

The GPC should consider the draft amendments to the 2020 General Plan Land Use Element and Chapter 29 (Zoning Regulations) of the Town Code regarding 100 percent affordable residential development in the Mixed-Use Commercial General Plan Land Use Designation and the CH Zone of the Town Code, and make a recommendation to the Planning Commission.

**ATTACHMENTS:**

1. Housing Element Implementation Program AB
2. Draft General Plan Amendment
3. Draft Zoning Code Ordinance Amendment

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## 10. Housing Element

Programs	
<p>would result amendments to the Municipal Code, as follows :</p> <ul style="list-style-type: none"> <li>Align parking requirements with the preparation of Objective Design Standards.</li> <li>Reduce parking requirements near transit.</li> <li>Remove guest parking requirements for all residential and mixed-use projects in all zones.</li> <li>Allow parking to be unbundled from residential units.</li> </ul>	Responsible Department/Review Authority
	Community Development Department
	Timeframe
	Complete study by January 2025 and implement Town Code changes by June 2025
	Funding Source
	None required
	Quantified Objective
	Zoning Code amendment to reduce parking standards
	Performance Metric(s)
	Zoning Code amendment
<p><b>AB Allow for 100 Percent Affordable Residential Development in Mixed-Use General Plan Designations</b></p> <p>Amend the General Plan and the Municipal Code to allow for 100 percent affordable residential development without the requirement of commercial uses.</p>	Implementation
	HE-3.1 Regulatory Incentives for Affordable Housing
	Responsible Department/Review Authority
	Community Development Department
	Timeframe
	Implement General Plan and Municipal Code changes by June 2024
	Funding Source
	None required
	Quantified Objective
	Amend the General Plan and Zoning Code to allow for 100 percent affordable housing development in Mixed-Use General Plan designations
<p><b>AC SB 35 Process Improvements</b></p> <p>Develop an SB 35 checklist and written procedures for processing SB 35 applications to ensure efficient and complete application processing.</p>	Performance Metric(s)
	Measure the number of mixed-use units entitled annually
	Implementation
	HE-3.3 Efficient Development Processing HE-3.1 Regulatory Incentives for Affordable Housing
	Responsible Department/Review Authority
	Community Development Department
	Timeframe
	Implement by December 2023
	Funding Source
	Staff Time
	Quantified Objective

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## Town of Los Gatos 2020 General Plan - Land Use Element

### 2. Non-Residential Land Use Designations

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[...]

- Mixed-Use Commercial: Up to 50 percent land coverage with a 35-foot height limit

The Mixed-Use Commercial designation permits a mixture of retail, office, and residential in a mixed-use project, along with lodging, service, auto-related businesses, non-manufacturing industrial uses, recreational uses, ~~and~~ restaurants, and 100 percent affordable housing developments. Projects developed under this designation shall maintain the smalltown, residential scale and natural environments of adjacent residential neighborhoods, as well as provide prime orientation to arterial street frontages and proper transitions and buffers to adjacent residential properties. This designation should never be interpreted to allow development of independent commercial facilities with principal frontage on the side streets.

[...]

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## DIVISION 5. - CH OR RESTRICTED HIGHWAY COMMERCIAL ZONE

[...]

**Sec. 29.60.420. - Permitted uses.**

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  - (6) Specialty food retail without alcoholic beverages.
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**TOWN OF LOS GATOS  
GENERAL PLAN COMMITTEE  
REPORT**

MEETING DATE: xx/xx/20

ITEM NO. 10.

ITEM NO: 1

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**DRAFT  
MINUTES OF THE GENERAL PLAN COMMITTEE MEETING  
FEBRUARY 12, 2025**

The General Plan Committee of the Town of Los Gatos conducted a meeting on February 12, 2025, at 5:30 p.m.

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

**ROLL CALL**

Present: Chair Ryan Rosenberg, Vice Chair Emily Thomas, Council Member Maria Ristow, Council Member Rob Rennie, Commissioner Jeffrey Barnett.

Absent: Commissioner Rob Stump.

Chair Rosenberg noted that there are no members of the public in the audience.

**VERBAL COMMUNICATIONS**

None.

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

1. Approval of Meeting Minutes of June 26, 2024.

**MOTION:**                   **Motion by Council Member Ristow to Approve Consent Item. Seconded by Vice Chair Thomas.**

**VOTE:**                   **Motion passes (4-1) with Committee Member Barnett recusing.**

**PUBLIC HEARINGS**

2. Consider Forwarding a Recommendation to the Planning Commission to Amend the General Plan to Allow 100 Percent Affordable Housing Projects as a By-Right Use in the Mixed Use Commercial General Plan Land Use Designation and Amend Chapter 29 (Zoning Regulations) of the Town Code to Add 100 Percent Affordable Housing Projects as a Permitted Use in the Restricted Commercial Highway (CH) Zone Pursuant to Implementation Program AB of the 2023-2031 Housing Element. Adoption of this Resolution and Ordinance are Exempt Pursuant to CEQA, Section 15061(b)(3) in that it Can be Seen with Certainty that they Will Not Impact the Environment. General Plan

Amendment Application GP-24-004 and Zoning Code Amendment Application A-24-010.

**Project Location: Town Wide.** Applicant: Town of Los Gatos.

Ryan Safty, Associate Planner, presented the staff report.

Committee members discussed the matter.

Jeffrey Barnett

Are these amendment requests consistent with other jurisdictions?

Gabrielle Whelan, Town Attorney

These amendments are unique to Los Gatos' Housing Element.

Rob Rennie

Are there any mixed-use locations that wouldn't make sense to have 100 percent affordable housing? Are there commercial zones that allow this?

Joel Paulson, Community Development Director

The Implementation Program is specific to the mixed-use General Plan Land Use Designation. There are other commercial zones where mixed-use can be allowed with a Conditional Use Permit.

Emily Thomas

It is suggested to provide a map of the locations this Program would apply to or where we can expand it to, and to see if there are any overlaps with other programs when this goes to Planning Commission.

Maria Ristow

This is in our approved Housing Element, so we cannot scale this back, but I would like to see a map of potential locations.

Rob Rennie

Is there a difference in terms of what a developer is entitled to if they do a 100 percent affordable build?

Gabrielle Whelan

I can speak to Density Bonus Statute: With 100 percent affordable, it is a very generous height restriction compared to regular builds. I will clarify the height restrictions before this item goes to Planning Commission.

Emily Thomas

Would our Objective Standards apply?

Joel Paulson

We will be sure to clarify that.



Maria Ristow

It would be useful to have a comparison or list of what kinds of waivers or concessions can be done between 20 or 100 percent affordable housing.

Emily Thomas

Include information in the next staff report on what the consequences are if we don't accomplish these Implementation Programs.

Open Public Comment.

Lee Fagot

Asking for the maps is very helpful for the public, so getting this is great. The more information the public can receive, the better so that we can engage more with the conversations happening.

Closed Public Comment.

Commissioners continued to discuss the matter.

Maria Ristow

Are there additional incentives to offer for 100 percent affordable housing builds?

Joel Paulson

There is an Implementation Program that asks us to provide incentives for 100 percent affordable housing.

**MOTION:**

**Motion by Chair Rosenberg** to recommend approval to the Planning Commission for a General Plan Amendment to allow 100 percent affordable housing projects as a by-right use in the Mixed Use Commercial General Plan Land Use designation and amend Chapter 29 (Zoning Regulations) of the Town Code to add 100 percent affordable housing projects as a permitted use in the Restricted Commercial Highway (CH) Zone pursuant to Implementation Program AB of the 2023-2031 Housing Element. Additionally, it is recommended to include a map and to clarify the height allowed for the 100 percent affordable housing builds when this goes to Planning Commission. **Seconded by Council Member Ristow.**

**VOTE:**

**Motion** passes unanimously.

**OTHER BUSINESS**

3. Election of the Chair and Vice Chair

Chair Nomination:

**MOTION:**      **Motion** by **Council Member Ristow** to elect Ryan Rosenberg as Chair of the General Plan Committee. **Seconded** by **Commissioner Barnett**.

**VOTE:**          **Motion passed unanimously.**

Vice Chair Nomination:

**MOTION:**      **Motion** by **Chair Rosenberg** to elect Emily Thomas as Vice Chair of the General Plan Committee. **Seconded** by **Council Member Rennie**.

**VOTE:**          **Motion passed unanimously.**

4. 2025 General Plan Committee Meeting Calendar

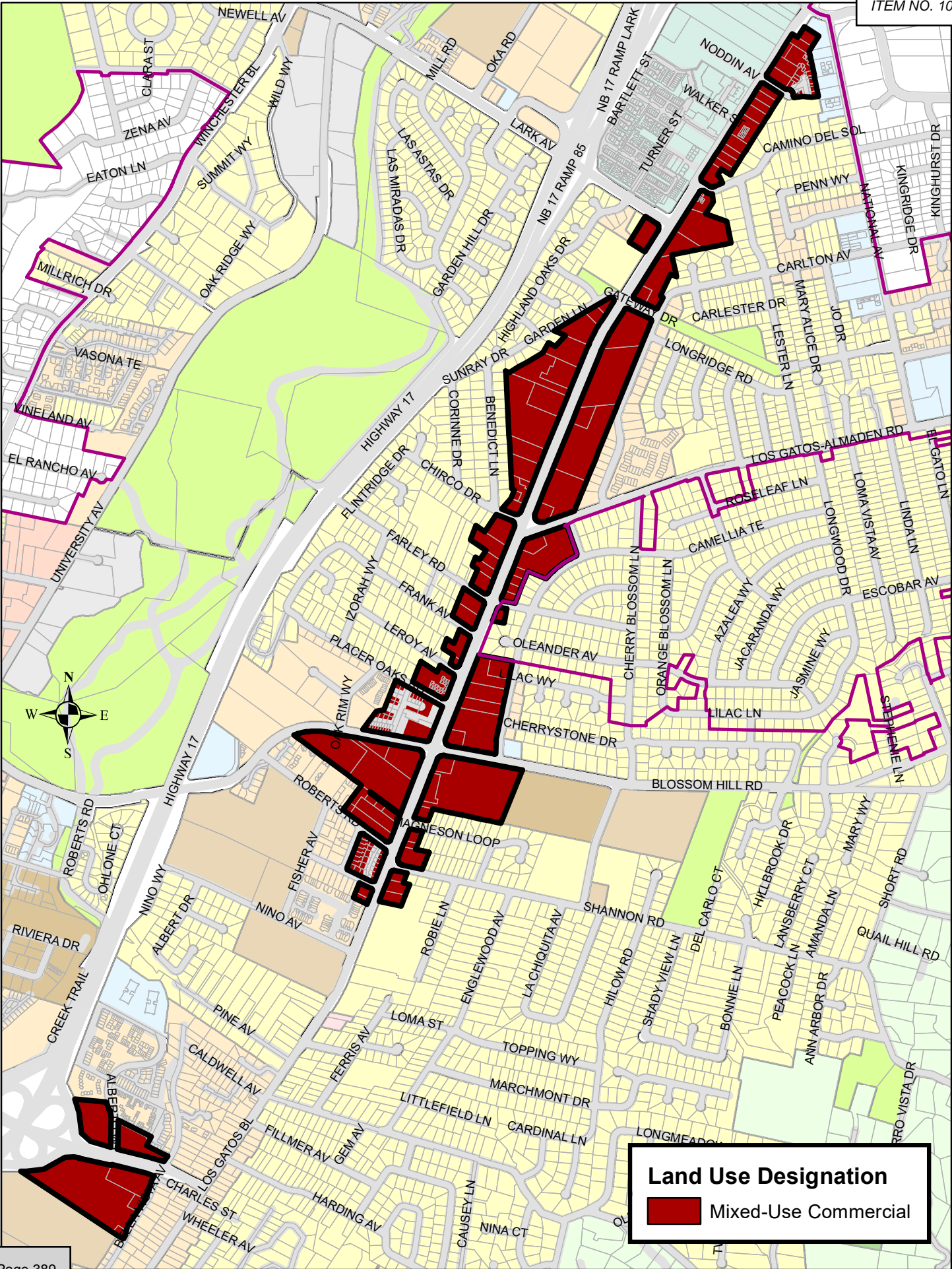
**ADJOURNMENT**

The meeting adjourned at 5:55 p.m.

This is to certify that the foregoing is a true  
and correct copy of the minutes of the  
February 12, 2025, meeting as approved by the  
General Plan Update Advisory Committee.

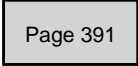
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Joel Paulson, Director of Community Development



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A P P E A R A N C E S:

Los Gatos Planning Commissioners:  
Emily Thomas, Chair  
Kendra Burch, Vice Chair  
Jeffrey Barnett  
Susan Burnett  
Rob Stump

Town Manager: Chris Constantin

Community Development Director: Joel Paulson

Town Attorney: Gabrielle Whelan

Transcribed by: Vicki L. Blandin  
(619) 541-3405

P R O C E E D I N G S:

CHAIR THOMAS: We will now be moving on to Item 4, which is to consider making a recommendation to the Town Council to adopt a resolution to amend the General Plan to allow 100-percent affordable housing residential developments as a permitted use in the Mixed-Use Commercial General Plan land use designation, and adopt an ordinance to amend Chapter 29 (Zoning Regulations) of the Town Code to add 100-percent affordable residential developments as a permitted use in the Restricted Commercial Highway (CH) Zone pursuant to Implementation Program AB of the 2023-2031 Housing Element.

Adoption of this resolution and ordinance are exempt pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that they will not impact the environment.

General Plan Amendment Application GP-24-004 and Zoning Code Amendment Application A-24-010. Project location is Town Wide, and the Applicant is the Town.

I believe Mr. Mullin will also be giving the Staff Report on this one.

SEAN MULLIN: Yes, and thank you once again.



1 Before you this evening is consideration of  
2 amendments to the General Plan and the Town Code required  
3 for Housing Element Implementation Program AB regarding  
4 100-percent affordable residential developments. Program AB  
5 requires that the Town amend the General Plan and the Town  
6 Code to allow for 100-percent affordable residential  
7 developments without the requirement of a commercial use.

8 On February 12<sup>th</sup> the General Plan Committee  
9 considered the proposed amendments and recommended  
10 approval. The GPC also requested that additional  
11 information be provided to the Planning Commission and Town  
12 Council moving forward, and it has been provided in your  
13 Staff Report.

14 In short, the General Plan Mixed-Use Commercial  
15 land use designation and the Commercial Highway, or CH  
16 zone, would be amended to allow 100-percent affordable  
17 residential developments as a permitted use. The proposed  
18 amendments would affect all Town parcels with a Mixed-Use  
19 Commercial land use designation, or Zone CH, and is not  
20 limited to the properties included in the Sites Inventory  
21 of the Housing Element.

22 As we are required to do annually, on April 2,  
23 2026 the Town will report completion of and progress made  
24 on this and other Housing Element implementation programs

LOS GATOS PLANNING COMMISSION 4/9/2025, Item #4,  
General Plan Amendment & Town Code Amendment  
Pursuant to Implementation Program AB

1 to HCD to demonstrate compliance with the certified Housing  
2 Element.

3 This concludes my presentation, and Staff is  
4 available for any questions.

5 CHAIR THOMAS: Thank you. Commissioner Burnett.

6 COMMISSIONER BURNETT: Yes, thank you. I think  
7 this is a very important item that we have before us,  
8 because this can be far-reaching, so I have several  
9 questions.

10 First of all, how does this affect our Housing  
11 Element sites that are zoned with the Housing Element  
12 Overlay? How does that affect that?

13 SEAN MULLIN: Thank you for that question. The  
14 changes would impact any property zoned CH or with a Mixed-  
15 Use Commercial land use designation. Some of those sites  
16 include a Housing Element Overlay. If it were in the HEOZ,  
17 it would need to meet those requirements as well.

18 COMMISSIONER BURNETT: So, what you're saying is  
19 that sites in our Housing Element that are in the Housing  
20 Element Overlay Zone could actually be changed to 100-  
21 percent affordable units?

22 SEAN MULLIN: Regardless of the HEOZ. If it's  
23 zoned CH or has a Mixed-Use designation, that's when the  
24 100-percent affordable could be a permitted use. Other HEOZ  
25

1 sites that are not zoned CH or with a Mixed-Use  
2 designation, it would not apply to those sites.

3 COMMISSIONER BURNETT: Okay, thank you. I have  
4 follow-up questions. How many sites are we talking about  
5 here? I know we have the map and it's right along Los Gatos  
6 Boulevard and Alberto Way, so how many sites would we  
7 really be talking about, do you think?

8 SEAN MULLIN: I don't know that number offhand.  
9 The maps, as you mentioned, were provided, but I did not  
10 quantify the number of actual parcels involved.

11 COMMISSIONER BURNETT: Then, since Los Gatos has  
12 no major transit stops within the Town borders or within a  
13 half mile of the Town boundary, are we really going to be  
14 affected by this?

15 SEAN MULLIN: The discussion in the Staff Report  
16 that mentions the major transit stops was spurred by a  
17 discussion with the General Plan Committee about  
18 specifically how State Density-Bonus Law could be used in  
19 conjunction with this permitted use. What we looked at and  
20 evaluated in the Staff Report was potential height  
21 increases that would be allowed through State Density-Bonus  
22 Law, and I'm blanking on the second one. The Staff Report  
23 concludes there are no major transit stops in the Town  
24 currently, so those height increases and the other  
25

LOS GATOS PLANNING COMMISSION 4/9/2025, Item #4,  
General Plan Amendment & Town Code Amendment  
Pursuant to Implementation Program AB

1 allowance would not apply, but waivers allowed under State  
2 Density-Bonus Law could be requested for increased heights  
3 outside of the allowable height increases if you're near a  
4 major transit stop.

5 CHAIR THOMAS: As a follow-up question to that,  
6 Mr. Mullin, whether or not this 100-percent affordable  
7 situation exists, like State Density-Bonus Law still is the  
8 case and waivers, concessions, and incentives can still be  
9 used in the same way?

10 SEAN MULLIN: That's correct. There are also a  
11 number of other State laws that could be used. We evaluated  
12 State Density-Bonus Law, because that's the most common  
13 that we're seeing through some of the bigger projects in  
14 Town.

15 CHAIR THOMAS: Okay, thank you. Commissioner  
16 Burnett.

17 COMMISSIONER BURNETT: Thank you. I understand  
18 this was already covered under CEQA, is that correct?

19 SEAN MULLIN: I just noticed that the Staff  
20 Report's project description doesn't provide the full CEQA  
21 analysis. Ultimately, Staff determined this isn't a project  
22 under CEQA, and that's on page 1 of your Staff Report under  
23 the CEQA title, but in an effort to layer and make sure  
24 that we're fully evaluating it and going the extra step,  
25

LOS GATOS PLANNING COMMISSION 4/9/2025, Item #4,  
General Plan Amendment & Town Code Amendment  
Pursuant to Implementation Program AB

1 it's not only not considered a project, but if it were  
2 found to be a project, it would be covered by the Common  
3 Sense Exemption that no environmental impacts.

4           What we're talking about this evening is a use.  
5 We're not talking about any construction or changes to the  
6 physical environment. We're talking about a use which can  
7 trickle down.

8           The Staff Report goes on to talk about if any  
9 construction, a project that required building, were to be  
10 proposed to the Town, CEQA analysis would be provided on  
11 that particular project. If there was a project that came  
12 in and simply took over an existing building and made it  
13 100-percent affordable without any significant physical  
14 changes, that may not require any CEQA analysis; that would  
15 be a ministerial action.  
16

17           COMMISSIONER BURNETT: As I understand, then, it  
18 is covered basically under CEQA. If it's new construction,  
19 then we could require a review?

20           SEAN MULLIN: Sure. If it was new construction  
21 like we're seeing with some of our other projects, and  
22 frankly, any project of any scale that's going through a  
23 discretionary review, CEQA analysis would be required.

24           COMMISSIONER BURNETT: I think I have just one  
25 more question. Would they be required to have an

LOS GATOS PLANNING COMMISSION 4/9/2025, Item #4,  
General Plan Amendment & Town Code Amendment  
Pursuant to Implementation Program AB

1 Architecture and Site approval? Who makes the development  
2 100-percent affordable? When I was reading the Staff  
3 Report—which was very good, thank you so very much—there  
4 was a question as to whether it would require Architecture  
5 and Site approval, and then there was also the question  
6 about Objective Design Standards. How would that come into  
7 this as well? I mean, this is going to really impact our  
8 town, so I think it's very important we understand.

9  
10 SEAN MULLIN: I think that's a great question.  
11 There is a scenario on paper that someone could... I think  
12 the example I discussed with a different Commissioner this  
13 afternoon was, let's say, there's an apartment building  
14 that exists on one of these parcels that was just a market  
15 rate apartment building, and there are a lot technicalities  
16 going on here, but if that were changed to be 100-percent  
17 affordable and there was no construction, it was just  
18 simply they deed restricted it and did everything that  
19 needed to happen to make it 100-percent affordable, in  
20 theory that could be handled with a Building Permit or even  
21 Use and Occupancy and deed restrictions.

22  
23 The other scenario on the other end of the  
24 spectrum is if someone came in and redeveloped the site.  
25 That redevelopment, meaning new construction and new  
buildings, would certainly require an Architecture and Site

1 Application, and the Objective Design Standards would  
2 certainly apply to that project.

3 COMMISSIONER BURNETT: Thank you for that.

4 CHAIR THOMAS: Commissioner Stump.

5 COMMISSIONER STUMP: Just wanted to follow-up on  
6 the height. Obviously, in the report it said that if we  
7 were within a half mile of a major transit stop that three  
8 additional stories, or 33', could be added. To the Town  
9 Attorney, in the February 12<sup>th</sup> meeting, I think it was  
10 stated that you would maybe have a little bit more  
11 information on height as it relates to these types of  
12 projects.  
13

14 ATTORNEY WHELAN: Yes. At the meeting I could not  
15 remember whether it was unlimited height increases or  
16 whether there was a limit on it. The Planning Manager did  
17 the research after that meeting, and that's why he included  
18 it in the Staff Report, and the Staff Report correctly  
19 states that developers of 100-percent affordable housing  
20 are entitled to three additional stories.

21 COMMISSIONER STUMP: If it's within half a mile  
22 of a transit center?

23 ATTORNEY WHELAN: Right.  
24  
25

1 COMMISSIONER STUMP: So, if it's not within a  
2 half a mile of the transit center, does it need to meet our  
3 objective standard?

4 ATTORNEY WHELAN: There is a provision in the  
5 Density-Bonus Law that applies to any development that has  
6 a certain percentage of affordable housing that says they  
7 can request a waiver of development standards. Now, I'm  
8 going to have to go back and think, because there are two  
9 competing provisions: there is the Housing Accountability  
10 Act and then the State Density-Bonus Law. I'll check this  
11 while you ask other questions, but I believe the State  
12 Density-Bonus Law says you can request a waiver which shall  
13 not be denied if it would preclude construction of the  
14 project as proposed, and then it says, and at the permitted  
15 densities.

17 COMMISSIONER STUMP: Then why is this 33' rule  
18 even in here?

19 ATTORNEY WHELAN: Right.

20 COMMISSIONER STUMP: It can be sort of whatever  
21 the project is going to dictate.

22 ATTORNEY WHELAN: Right. That's a good question.

23 DIRECTOR PAULSON: Mr. Mullin can answer that,  
24 and I can add on, if necessary.  
25



1 SEAN MULLIN: I think one distinction I would  
2 make, and I'll use the parking provision of State Density  
3 Bonus Law, is if you're a qualifying project there are  
4 three things you are entitled to under State Density Bonus  
5 Law: a number of concessions or incentives as dictated by  
6 the affordability level, unlimited waivers, and reduced  
7 parking.

8 A waiver or a concession in that case would not  
9 need to be used for the parking; it's just by-right. The  
10 provision here for the additional three stories, or the  
11 33', within a half mile of a transit stop would similarly  
12 not require a waiver or a concession. So, that's kind of  
13 one bucket.

14 The second bucket is could they request a waiver  
15 to the development standard of a height limitation, and to  
16 what extent? That's the other piece that's a little bit  
17 unclear, but I wanted to make the distinction between the  
18 by-right piece and the waiver, which is subject to findings  
19 and consideration.

20 COMMISSIONER STUMP: How is that height then  
21 metered? How do we take a look at potential projects out  
22 there and say, based on what we have, what Density-Bonus  
23 could be requested, what sort of maximum height would we  
24 potentially be looking at? Are we now working ourselves

1 back into a 12- and 13-story building, because they can  
2 request a waiver for that? I guess anything is possible,  
3 right?

4 ATTORNEY WHELAN: There is not a lot of case law  
5 on this topic, because the statute is so new. I think it is  
6 of note that the Density-Bonus Statute says you can't  
7 preclude the project as proposed at the permitted  
8 densities, and so there is an argument to be made that a  
9 local jurisdiction doesn't have to allow height that's not  
10 necessary in order to accommodate the density, but there is  
11 no case law addressing this point as of yet.

13 COMMISSIONER STUMP: But still contingent upon  
14 CEQA. I mean, what we're talking about in this particular  
15 case, most certainly this would be some form of new  
16 construction if they're going to go to a multi-story  
17 building, and there would be some CEQA study related to the  
18 project.

19 ATTORNEY WHELAN: Yes, it will depend on a lot of  
20 factors. It will depend on whether the project is utilizing  
21 the categorical or a statutory exemption, and if so, which  
22 one, and how does that particular exemption lead? There is  
23 just a lot of detail; it will be really case-specific.

24 COMMISSIONER STUMP: My concern is are we sending  
25 something along to the Council--and I realize we get paid

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1 the big bucks to work in the grey—but are we asking the  
2 Council to adopt something that we fully don't understand  
3 what the implications are? Then, we need to do this as a  
4 part of our Housing Element compliance, so I'm just  
5 concerned about suggesting something to the Council that  
6 the implications are not completely understood, I guess I  
7 would say.

8  
9 ATTORNEY WHELAN: My thought on that question is  
10 that the Density-Bonus Law exists independent of this  
11 ordinance that is being brought to the Commission, and so  
12 the vagaries of the Density-Bonus Law are separate and  
13 apart from this ordinance which is stating that affordable  
14 housing would be a permitted use in certain zones.

15 DIRECTOR PAULSON: I'll hopefully confuse it even  
16 more. The reality is that a 100-percent affordable  
17 developer can come into any site they want in town right  
18 now; it just doesn't say in our General Plan and our Zoning  
19 Code that it's a permitted use. It still has to go through  
20 Architecture and Site, it still has to go through the  
21 determination of what CEQA, if any, is necessary, so this  
22 is just adding those terms to these two. As Mr. Mullin  
23 mentioned before, this is really the use, and frankly, it  
24 can already be done in almost every zone in town right now.  
25

1 But I think one of the biggest keys from Ms.  
2 Whelan's comments is is it consistent with the density, or  
3 is it some of these other projects that we're seeing that  
4 just completely exceed the density, which we think there  
5 may be some more levers there from the Town's perspective?

6 CHAIR THOMAS: Commissioner Barnett.

7 COMMISSIONER BARNETT: I have a question for  
8 Staff and Ms. Whelan. Are the changes that are proposed  
9 recommended because of the State law?

10 ATTORNEY WHELAN: They were things that the Town  
11 committed to do in order to receive certification of its  
12 Housing Element, so the Town will need to demonstrate to  
13 the State Department of Housing and Community Development  
14 that it has implemented those implementation programs.

15 DIRECTOR PAULSON: Through the Chair, a little  
16 further background. This specific one, I think Mr. Mullin  
17 and other planners look back, this was actually  
18 specifically added as kind of an incentive for affordable  
19 housing by the General Plan Advisory Committee, and then  
20 ultimately recommended by the Planning Commission and  
21 adopted by the Council.

22 CHAIR THOMAS: Do we have any other questions?  
23 No. We will now open the public portion of this public  
24 hearing, and I don't have any speaker cards. If you want to

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1 make a comment, can you come up to the microphone and  
2 introduce yourself? Does he need to fill out a card?

3 DIRECTOR PAULSON: He can fill it out afterwards.

4 CHAIR THOMAS: Can you fill it out afterwards,  
5 please? Thank you.

6 DIRECTOR PAULSON: It's just regarding this  
7 topic.

8 BRAD ARMSTRONG: My name is Brad Armstrong, and I  
9 live in the area by Ace Hardware. I know the meeting has  
10 been...because of not having a quorum it's on the 23<sup>rd</sup>, but I  
11 just have a question. When we got the green card, it showed  
12 a big difference from what the initial plan was, which was  
13 a high building with a bar and everything, and then the  
14 last one we got was like a 55-unit complex. I guess my  
15 question would be where do we stand in terms of the height,  
16 and can you answer that question legally? Is it something  
17 that I can ask you that question?

18 CHAIR THOMAS: Sorry, these meetings are kind of  
19 frustrating sometimes for the public, which I understand,  
20 but thank you for sitting here and listening to us chat.

21 We actually can't answer questions during this  
22 time; however, the project planner has his card out for you  
23 so that you can talk to him directly, and Mr. Mullin will  
24 be very happy to explain and rectify all that.

25  
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1 Are there any hands raised on Zoom?

2 DIRECTOR PAULSON: There are no attendees on  
3 Zoom.

4 CHAIR THOMAS: Oh, that's so sad. We will close  
5 the public portion of this public hearing, and I invite  
6 Commissioners to continue to ask Staff questions, and make  
7 comments, and propose a motion.

8 I am going to get the discussion kicked off as  
9 someone who was on the General Plan Update Advisory  
10 Committee, and the Housing Element Advisory Board, and now  
11 the General Plan Committee. I have seen the iterations like  
12 this from the start, and in an effort to get our Housing  
13 Element certified we knew that HCD wanted us to have  
14 implementation programs and specific things in our Housing  
15 Element that created incentives and lowered barriers for  
16 affordable housing, and so that is why this was included in  
17 that, because we would not have been able to get the  
18 Housing Element certified if we did not make efforts that  
19 were specific to our Town to try to address some of these  
20 things.  
21

22 That being said, this is going to impact a very  
23 small part of town. I do appreciate the map that was  
24 included, and I think that this helps us to understand. At  
25 our General Plan Committee discussion, that was one of the

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1 concerns, like exactly how many lots, what locations? This  
2 is mainly along Los Gatos Boulevard and partially another  
3 site that has already just been redeveloped or is in the  
4 process of being redeveloped, and is not going to be torn  
5 down to build 100-percent affordable housing in the near  
6 future, so I think that we would be doing the Town a  
7 disservice by not forwarding this recommendation, because  
8 we are going to be in a terrible place as a town if our  
9 Housing Element gets decertified, because that's going to  
10 give us a lot less power locally.

11  
12 So, as a person who saw this from the beginning,  
13 I just wanted to share that the spirit of this was that we  
14 knew to get this passed we had to include specific items  
15 that could really help, and this is in a very specific  
16 small part of town, so I'm in support right now.

17 Commissioner Burnett first, thank you.

18 COMMISSIONER BURNETT: Thank you for that. Yes, I  
19 have some real issues with this. Basically, this amendment  
20 to the General Plan to allow the 100-percent affordable  
21 developments in Program AB of our Housing Element, Town  
22 wide, let's say... It is Town wide, it says.

23 SEAN MULLIN: Through the Chair, for  
24 clarification, the project scope is Town wide, because the  
25 zoned parcel, the CH zoned parcels and Mixed-Use Commercial

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1 Development designations, exist throughout the Town, but  
2 the amendments are specific just to the CH zone and the  
3 Mixed-Use Commercial land use designation, so it does not  
4 impact all parcels in the Town.

5 COMMISSIONER BURNETT: Yes, I understand it  
6 impacts only the CH zones, Commercial Highway. To go on, I  
7 think it's unnecessary. According to our present Town  
8 numbers we are on track to meet our required RHNA numbers.  
9 Based on a Town Council report on March 18<sup>th</sup>, our progress  
10 report for the General Plan and the Housing Element, we  
11 have already deemed many projects complete. I challenge  
12 HCD that we have to go above and beyond our State law. We  
13 do not have to go above and beyond our RHNA numbers that  
14 are required.  
15

16 Commissioner Barnett, who is on the General Plan  
17 Committee, asked our Town Attorney are these consistent  
18 with other jurisdictions, and the answer was this was  
19 unique to Los Gatos. That's interesting. Why did the  
20 Housing Element Advisory Board put this in our Housing  
21 Element to begin with? I don't think it was necessary to  
22 get our Housing Element certified, because this is, again,  
23 above and beyond what we were required to do.  
24

25 I look at my role as a planning commissioner to  
look after the best interests of our residents, not to add

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1 additional incentives for 100-percent affordable housing  
2 builds.

3 A couple of comments from the General Plan  
4 Committee. "Can we expand the program, or do overlaps with  
5 other programs?" I mean, that's scary. And another comment  
6 was, "Can we add additional incentives to offer for 100-  
7 percent affordable housing builds?" I mean, that's  
8 interesting. You want to add additional incentives?

9  
10 So, because these developments would greatly... I  
11 mean, you're looking at our State Density Bonus Law's huge  
12 impacts. If you read what the incentive and waivers would  
13 be for these 100-percent affordable buildings, it's  
14 unbelievable what they could get, and do you really think  
15 the citizens of Los Gatos are going to be happy with this  
16 decision from our Planning Commission recommending to the  
17 Town Council that this would be okay? They're already upset  
18 enough about our Builder's Remedy in numbers.

19 Again, HCD cannot request us to go above and  
20 beyond our State law requirements. They can't say we're not  
21 going to certify you because you're not putting in more  
22 than you should. I see this as an opening door Town wide of  
23 zoning and other... Like C-1, C-2, wherever we have Mixed-  
24 Use, I could see this just sort of going throughout our  
25 Town, so I would recommend a motion to the Town Council

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1 that, really, send it to the Town Council and for them to  
2 decide about it.

3 I can't make a decision on this, because first of  
4 all, I don't think I have enough information, although  
5 there is a lot of information and I commend our Staff and  
6 our Town Attorney and our Director for their work on this.  
7 As a planning commissioner, I would propose that the Town  
8 Council would make the final decision on this, because for  
9 me, I cannot recommend it to them. That's what I have to  
10 say, thank you.  
11

12 CHAIR THOMAS: I would just like to clarify, as a  
13 member of the GPC, that one of the reasons we recommended  
14 this be combined is because we can only make four  
15 amendments to our General Plan per year, so that's what we  
16 were recommending, that if there are any other amendments  
17 that need to be made, they be made at the same time, because  
18 we can only do it four times a year, right? Only four?

19 ATTORNEY WHELAN: That's true in generalities.  
20 One resolution, and you can combine a number of separate  
21 amendments within that one resolution.

22 CHAIR THOMAS: Yes.

23 DIRECTOR PAULSON: And it's four per element, I  
24 believe.  
25

CHAIR THOMAS: Oh, four per element.

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1 DIRECTOR PAULSON: Right.

2 CHAIR THOMAS: But we're making a lot to the same  
3 element. We're making amendments to the same element  
4 typically, but that's what we were referring to?

5 DIRECTOR PAULSON: Yes.

6 COMMISSIONER BURNETT: Could you clarify that? I  
7 don't understand.

8 CHAIR THOMAS: We can only change each chapter of  
9 the General Plan four times a year. We can't make changes  
10 as a town more than that; it's not allowed by law. So, if  
11 we want to use one of our four chances to just change this  
12 one thing, that's one of the four gone. But, you can  
13 combine it with making multiple changes at the same time,  
14 so if we have other implementation programs that require a  
15 General Plan change, we were recommending that we see them  
16 all together so that we make multiple changes in one go  
17 that counts as one of our four. Does that make sense?

18 COMMISSIONER BURNETT: Then why are we having  
19 this as a single one?

20 CHAIR THOMAS: That's a question for Staff, I  
21 think.

22 COMMISSIONER BURNETT: Why didn't we combine  
23 them, because we're going to have other big ones like A? I  
24  
25

1 think it's J and AY that are going to be coming up, and  
2 these are really important.

3 SEAN MULLIN: I can start. When we evaluated the  
4 different programs, we're working through them in an order,  
5 and the order that we committed to is with the dates in the  
6 Housing Element. Currently, I'm not aware of any other ones  
7 that are coming up which require a General Plan amendment.

8 It sounds like the GPC's recommendation was just  
9 to be mindful of that, because we are limited to four  
10 changes per element per year, and if there were others that  
11 were waiting in the wings, that perhaps we should group  
12 them together, but at this time—and maybe Director Paulson  
13 can correct me—I'm not aware of any other General Plan  
14 amendments on the table that we're actively working on.

15 COMMISSIONER BURNETT: Okay, thank you.

16 CHAIR THOMAS: Vice Chair Burch.

17 VICE CHAIR BURCH: So, if there are these  
18 implementation programs that we're supposed to do as part  
19 of our Housing Element—and I wasn't on the Housing Element,  
20 so if I butcher this question, I apologize—and then we  
21 don't do them, what happens?

22 DIRECTOR PAULSON: I'm happy to start, and then  
23 Ms. Whelan can chime in. So, I don't want to fine out, but  
24 the ultimate potential consequence is decertification of  
25

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1 the Housing Element, which means Builder's Remedy can come  
2 back in again up until they recertify our Housing Element,  
3 but we're hopeful that we're showing good progress to HCD  
4 in these annual progress reports. The reality is it's a  
5 severe resource constraint from a Staff perspective to take  
6 on these items, but we're committed to moving them forward  
7 as quickly as possible.

8           We will be maintaining some semblance of order to  
9 make sure that we don't run into the issue of four more  
10 element changes per year. Should that hypothetically come  
11 up, we would probably just make a comment, contact HCD, put  
12 something in the APR saying we're unable to get to this one  
13 due to the cap, and we're committed to following up on that  
14 the following year when those options are available. But,  
15 the ultimate is potential decertification.

16           VICE CHAIR BURCH: When you first were talking  
17 this through, Director Paulson, basically you said however,  
18 if I have a property and I want to build 100-percent  
19 affordable, I can do that. I can hire an architect, I can  
20 put that plan together, I can come in, show that I'm  
21 helping meet our housing numbers, and I could do that.

22           DIRECTOR PAULSON: That's correct, because  
23 they're going to automatically qualify for Density-Bonus  
24 Law provisions.

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1 VICE CHAIR BURCH: Right.

2 DIRECTOR PAULSON: So, for instance, it's in a  
3 Commercial zone or a Mixed-Use zone, or requires Mixed-Use,  
4 they just use an incentive or concession for the Mixed-Use  
5 component and they get unlimited waivers to any of our  
6 design standards and objective design guidelines. So, that  
7 option already exists. This was kind of a token to, hey,  
8 we're going to actually put it in our Zoning Code and our  
9 General Plan that we're going to allow 100-percent Mixed-  
10 Use as a permitted use (inaudible).

11  
12 VICE CHAIR BURCH: But it's really just  
13 formalizing what already exists?

14 DIRECTOR PAULSON: Correct.

15 VICE CHAIR BURCH: I just want to make the point  
16 that if you guys want to not vote for this for a stance or  
17 something, that's fine, but this is already something that  
18 can happen. You're not making a stance, and then it gets  
19 voted down, and people can't come in and build 100-percent  
20 of affordable property; they can do that. So, I want  
21 everybody to hear what Mr. Paulson just said, because I  
22 don't want there to be a misunderstanding that by somehow  
23 or other voting against this means that this incident can't  
24 happen. This incident 100-percent can happen, with or  
25 without this.

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1           The only risk we have is we go with or without a  
2 way they can do it, but we're not going to formalize this,  
3 and we're going to be at risk of decertifying our Housing  
4 Element, and everybody is so upset about all the Builder's  
5 Remedy; be ready for more. So, I just want to put that out  
6 there as we think about what we're going to do here.

7           CHAIR THOMAS: I would like to follow-up with  
8 Director Paulson's comment about the token. I think I am  
9 the only one here who was on the Housing Element Advisory  
10 Board. As a person who sat through the entire process and  
11 had many, many meetings, this implementation program was  
12 not one of the prescribed things that HCD said you have to  
13 include, however, both of our consultants, all of the  
14 experts, and HCD feedback was like we you need to do things  
15 to encourage... If you want to get it certified, there are  
16 parts, and so... This was an olive branch, essentially, and  
17 it is just putting it into the final code, and because of  
18 what Vice Chair Burch just said, 100-percent affordable can  
19 happen anywhere, anyway. Commissioner Stump.

20           COMMISSIONER STUMP: To use a really good  
21 comparison, the cake has already been baked. In other  
22 words, this happened through the process. I wasn't on the  
23 Housing Element Advisory Board either, or any of the  
24 process leading up to this, so what I'm saying is I assume

1 that this was committed months ago, the plan had to be  
2 approved by Council, so the approval was set forth going  
3 this direction, and now we're just taking the action to  
4 follow-up and amend our General Plan. Is that accurate?

5 DIRECTOR PAULSON: Yes, it's an implementation  
6 program of the Housing Element to modify Zoning Code and  
7 the General Plan.

8 COMMISSIONER STUMP: Okay, thank you. That's what  
9 I thought.

10 CHAIR THOMAS: Does anyone else have anything?  
11 Commissioner Burnett.

12 COMMISSIONER BURNETT: Yes, I would like Vice  
13 Chair Burch to clarify. I'm not quite understanding what  
14 she is saying, because I think the density, I know it's  
15 100-percent affordable housing we're talking about in the  
16 AB, but you're saying that that can be done other places?

17 DIRECTOR PAULSON: I'm happy to try to clarify  
18 further. Yes, all of our existing General Plan designations  
19 have some density associated with it; most of the zones  
20 it's 20 units to the acre max. The Housing Element sites  
21 are mostly 30-40 units, and then some other ones are in  
22 between.

23 So, right now, even if it's not on a Housing  
24 Element Overlay Zone site and it's zoned Office, we allow  
25



1 Mixed-Use Commercial and Office zones, so they could use  
2 Density-Bonus, go up to a maximum of 20 dwelling units per  
3 acre, and also take advantage of any and all other State  
4 laws that allow them even more density than that, and  
5 propose a 100-percent affordable project.

6           The reality is name the last standalone 100-  
7 percent affordable housing project you recall in Los Gatos.  
8 Correct, and there's a specific reason for that.

9           The most recent one was a cooperation where a  
10 developer basically gave up property and rights to one  
11 component of their project, which allowed for the  
12 development of those affordable houses.

13           The other is our inclusionary housing, which does  
14 generate a whole lot of units, but the last standalone 100-  
15 percent affordable housing projects are decades in the  
16 past, aside from some folks might say Dittos Lane, but  
17 nevertheless, that was, I think, four units.

18           COMMISSIONER BURNETT: Thank you for that. I  
19 still don't understand why Los Gatos is the only  
20 jurisdiction that had to put this in our Housing Element,  
21 and that they got certified, and so that bothers me. I  
22 don't think it's necessary. I don't think we should have to  
23 go above and beyond what State law requires. We're on track  
24 for our RHNA numbers, and I think we should stand up for  
25

1 that, and I don't want to take responsibility for passing  
2 this on to the Town Council. Let them decide, but I don't  
3 feel positive towards recommending it to the Town Council.

4 CHAIR THOMAS: Just to clarify, HCD did not tell  
5 us to put this one in here? Okay, so the Housing Element  
6 Advisory Board put this in, then we voted to approve it,  
7 and Town Council voted to approve it. Commissioner Stump.

8 COMMISSIONER STUMP: Commissioner Barnett, you  
9 were getting ready to make some comments, and then we  
10 stopped you because it wasn't time to do so, so I'd be  
11 interested in your comments.  
12

13 COMMISSIONER BARNETT: Thank you for that,  
14 Commissioner Stump. I'm in favor of making the  
15 recommendation to the Town Council as set forth in the  
16 Staff Report, and can make findings regarding CEQA as set  
17 forth in the Staff Report, and make the findings that are  
18 also set forth in the Staff Report, and I'll make that a  
19 motion.

20 VICE CHAIR BURCH: I'll second.

21 CHAIR THOMAS: Do we have any discussion? No. I  
22 will call the question. All those in favor, please raise  
23 your hand. Opposed? The motion passes 4-1 with Commissioner  
24 Burnett in opposition.  
25

1           There are no appeal rights, I'm assuming, because  
2 this is a recommendation.

3           DIRECTOR PAULSON: That correct.

4           CHAIR THOMAS: And when will Town Council be  
5 hearing this probably?

6           DIRECTOR PAULSON: When time permits.

7           CHAIR THOMAS: Cool. Thank you.

8  
9  
10          (END)

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## 2. Non-Residential Land Use Designations

For non-residential land uses, the specific uses mentioned are illustrative, and other compatible uses, including those authorized in any other Zoning District within the Town, may be permitted where authorized by a Conditional Use Permit or Planned Development Overlay Zone. In a mixed-use project residential uses may be permitted in conjunction with other permitted uses in non-residential Zoning Districts with the exception of the Commercial Industrial and Controlled Manufacturing Zoning Districts. For non-residential land uses, building intensity limits are indicated by either allowable land coverage or floor area ratio(FAR) and a maximum height limit.

a. Office Professional: Up to 50 percent land coverage with a 35-foot height limit  
The Office Professional designation provides for professional and general business offices. This designation applies to various locations throughout the Town, often in close proximity to neighborhood- or community-oriented commercial facilities, or as a buffer between commercial and residential uses. The intent of this designation is to satisfy the community's need for general business and professional services and local employment.

b. Central Business District: 0.6 FAR with a 45-foot height limit  
The Central Business District designation applies exclusively to the downtown and accomplishes the following:

- ◆ Encourages a mixture of community-oriented commercial goods, services and lodging unique in its accommodation of small-town style merchants and maintenance of small-town character.
- ◆ Maintains and expands landscaped open spaces and mature tree growth without increasing setbacks.
- ◆ Integrates new construction with existing structures of historical or architectural significance and emphasizes the importance of the pedestrian.

c. Mixed-Use Commercial: Up to 50 percent land coverage with a 35-foot height limit  
The Mixed-Use Commercial designation permits a mixture of retail, office, and residential in a mixed-use project, along with lodging, service, auto-related businesses, non-manufacturing industrial uses, recreational uses, ~~and~~ restaurants, and 100 percent affordable residential developments. Projects developed under this designation shall maintain the small-town, residential

LU-14

## DIVISION 5. - CH OR RESTRICTED HIGHWAY COMMERCIAL ZONE

[...]

**Sec. 29.60.420. - Permitted uses.**

- (a) Activities allowed in the CH or restricted highway commercial zone are those which do not unreasonably interfere with nearby residential uses and which are in the following categories:
- (1) Retailing, including formula retail up to ten thousand (10,000) square feet.
  - (2) Personal service businesses and service businesses necessary for the conduct of households.
  - (3) Office activities.
  - (4) Limited manufacturing activities when a majority of sales are made on site to the ultimate consumer.
  - (5) Group classes.
  - (6) Specialty food retail without alcoholic beverages.
  - (7) 100 percent affordable residential developments.
- (b) Examples of proper CH activities are grocery stores, laundrettes or dry-cleaning agencies, drugstores, barbershops, appliance repair shops, and offices. Examples of activities which are not proper in the CH zone are palmists and soothsayers, manufacturing, wholesaling, or laundry or dry-cleaning plants.

[...]

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 5/06/2025

ITEM NO: 11

ITEM NO. 11.

DATE: April 25, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: Approve the Revised Town Council Code of Conduct Policy 2-4 and Adopt New Board, Committee, and Commission Code of Conduct Policy

**RECOMMENDATION:**

Staff recommends the Town Council approve the revised Town Council Code of Conduct Policy 2-04 and adopt the new Board, Committee, and Commission Code of Conduct Policy, as recommended by the Policy Committee.

**BACKGROUND:**

The Town Council currently has an adopted Code of Conduct Policy, which provides guidelines and procedures related to the Town Council's relations and communications with each other Boards and Commissions, the public, the media, and Town staff. In addition, the Policy outlines Council Members's roles and conduct before, during, and outside of Council meetings, including the specific duties of the Mayor and Vice Mayor. The Policy was last updated October of 2022. Since that time, questions have arisen regarding communication between Council Members and Commissioners with the media and the public, as well as concerns about the process for handling Code of Conduct complaints and enforcement mechanisms.

In response to these concerns, the Council Policy Committee was tasked with reviewing the Town's Code of Conduct policy. The Committee convened several times this year to discuss potential updates, with the goal of improving clarity and promoting good governance through respectful and transparent conduct among Town officials

**DISCUSSION:**

This year, the Policy Committee held four meetings to review and update the Town's Code of Conduct. At its January 29, 2025, meeting, the Committee began its review by identifying key

**PREPARED BY:** Wendy Wood  
Town Clerk

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



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SUBJECT: Approve the Revised Town Council Roles and Responsibilities, Including Code of Conduct Policy 2-04 and Adopt the New Board, Committee, and Commission Code of Conduct Policy

DATE: May 6, 2025

areas in the existing policy that could benefit from clarification and enhancement. The Committee agreed that the revised Code should support a respectful and transparent environment, reflect best practices in public governance, and comply with all relevant legal requirements.

On February 25, 2025, the Policy Committee reviewed an initial set of proposed revisions. The Policy Committee recommended several revisions to enhance clarity, consistency, and alignment with legal requirements. The Committee proposed language to promote transparency during public meetings, updates to better align with Fair Political Practices Commission (FPPC) guidelines, and refinements to the enforcement process, including procedures for handling complaints and clarifying roles in the review process. The Committee also supported the inclusion of an annual summary of complaints provided by the Town Attorney or Town Manager. Additionally, the Committee expressed interest in developing a separate Code of Conduct policy tailored specifically for Boards, Committees, and Commissions.

On March 25, 2025, the Policy Committee continued its review of the Town Council Roles and Responsibilities, including Code of Conduct Policy 2-04, and recommended several refinements to improve clarity, reduce redundancy, and ensure alignment with legal and procedural standards. Updates included streamlining the language in the preamble, clarifying the process for selecting a Council Member to act in the place of the Mayor, and refining expectations for communication during public meetings. Additional adjustments were made to improve the consistency and accuracy of legal references, enhance guidelines for Council communication, and clarify that the enforcement process includes a reminder of the potential implications of substantiated violations. With these changes, the Committee recommended the policy be forwarded to Council for consideration and approval.

At its meeting on April 22, 2025, the Committee reviewed the proposed updates to the Board, Committee, and Commission Code of Conduct Policy and provided feedback on key revisions. The discussion focused on clarifying the role and expectations of Commissioners, including language related to service at the will of the Council, procedures for activities conducted outside of regular meetings, and communication protocols. The Committee supported the recommended changes and reached consensus on forwarding the updated policy to the Town Council for consideration.

#### CONCLUSION:

The Policy Committee has completed a thorough and thoughtful review of the Town's Code of Conduct, engaging in a collaborative process over four meetings from January through April 2025. The updated Code of Conduct Policy 2-04 clarifies expectations for the conduct of elected officials and outlines roles and responsibilities that promote effective and respectful governance. The new Code of Conduct Policy for Boards, Committees, and Commissions

SUBJECT: Approve the Revised Town Council Roles and Responsibilities, Including Code of Conduct Policy 2-04 and Adopt the New Board, Committee, and Commission Code of Conduct Policy

DATE: May 6, 2025

establishes consistent behavioral standards for appointed officials, encouraging constructive engagement with staff, Council, and the community. Together, these policies provide clear guidance for elected and appointed officials, staff, and the public. Staff recommends that the Town Council consider the Committee's proposed revisions and approve and adopt the policies.

COORDINATION:

This report was prepared in coordination with the Town Manager and the Town Attorney.

FISCAL IMPACT:




There is no fiscal impact associated with the approval of the proposed policies.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Redline Council Code of Conduct Policy 2-04
2. Current Code of Conduct Policy
3. Draft Boards, Committee, and Commission Code of Conduct Policy

			
<b>Title:</b> Town Council <u>Roles and Responsibilities, Including</u> Code of Conduct		<b>Policy Number:</b> 2-04	
<b>Effective Date:</b> 5/3/2004		<b>Pages:</b> 8	
<b>Enabling Actions:</b> 2004-059; 2006-111; 2021-047		<b>Revised Date:</b> 12/17/2012; 3/3/2015; 12/17/2019; 11/2/2021; 10/04/2022	
<b>Approved:</b>			

### I. Preamble

This Policy sets forth the roles, responsibilities, and Code of Conduct for Council Members. The legal responsibilities of the Los Gatos Town Council are set forth by applicable state and federal laws. In addition, the Town Council has adopted regulations, including this Code of Conduct Policy, that hold Council Members to standards of conduct above and beyond what is required by law. This Policy is written with the assumption that Council Members, through training, are aware of their legal and ethical responsibilities as elected officials. ~~These expectations of conduct also apply to all members of the Town's Boards, Committees, and Commissions.~~

### II. Council-Manager Form of Government

The Town of Los Gatos operates under a Council-Manager form of government as prescribed by Town Code, Section 2.30.305. Accordingly, members of the Council are elected at-large, provide legislative direction, set Town policy, and ultimately answer to the public. The Town Manager serves as the Town's chief administrative officer and is responsible for directing the day-to-day operations of the Town and implementing policy direction.

### III. Town Council Roles and Responsibilities

The role of the Town Council is to act as a legislative and quasi-judicial body. Through its legislative and policy authority, the Council is responsible for assessing and achieving the community's desire for its present and future and for establishing policy direction to achieve its desired outcomes. All members of the Town Council, including those who serve as Mayor and Vice Mayor, have equal votes.

Members of the Town Council fulfill their role and responsibilities through the relationships they have with each other and the public. Town Council Members should approach their work, each other, and the public in a manner that reflects ethical behavior, honesty and integrity. The commitment of Town Council Members to their work is characterized by open constructive communication, innovation, and creative problem solving.

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#### IV. Mayoral and Vice Mayoral Selection Process

Per Town Municipal Code, Section 2.20.035, the selection of the Mayor and Vice Mayor occurs annually at a special meeting in December by majority vote of the Town Council. The Mayor and Vice Mayor serve at the pleasure of the Town Council and may be replaced by a majority vote of the Council.

#### V. Mayoral and Vice Mayoral Roles, Responsibilities, Relationships

The following outlines some of the key roles, responsibilities, and relationships as they relate to the positions of Mayor and Vice Mayor:

##### Mayor

- A. The Mayor is the presiding officer of the Town Council. In this capacity, the Mayor is responsible for developing Council agendas in cooperation with the Town Manager and leading Council meetings.
- B. The Mayor recommends various standing committee appointments to the Council for approval.<sup>1</sup> This will be done at a Council meeting in December of each year. When making committee recommendations, the Mayor should attempt to balance shared responsibilities and opportunities among Council Members. The Mayor may also appoint citizens to committees not established by Town ordinance or resolution as s/he/the Mayor deems appropriate.
- C. With regard to decisions made by a majority of the Town Council, the title of Mayor is responsible for carries with it the responsibility of communicating with the Town Council, Town Manager, members of the public, and the media regarding decisions made by a majority of the Town Council. The Mayor also represents the Council at official and ceremonial occasions.
- D. The Mayor performs special duties consistent with the Mayoral office, including, but not limited to: signing of documents on behalf of the Town, issuing proclamations, serving as the official voting delegate for various municipal advocacy groups, and delivering the State of the Town Address at his or her discretion.<sup>2</sup> The Town Council will determine any additional authority or duties that the Mayor shall perform.
- E. Special duties consistent with the Mayoral office may be delegated to the Vice Mayor ~~or any other member of the Town Council in the absence of the Mayor.~~ If the Vice Mayor is unavailable, the duties of the Mayor will be delegated to another Council Member in order of seniority. If those Council Members are of equal seniority, one of them will be selected by alphabetical order.
- F. ~~In the event that one or more members of a Town Board, Commission, or Committee acts in a manner contrary to approved Board/Commission policies and procedures, the~~

<sup>1</sup> Council Agenda Format and Rules Policy

<sup>2</sup> Council Commendation and Proclamation policy

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~~Mayor may counsel those members about the rules set forth in the Town Commissioner Handbook.<sup>3</sup>~~

#### Vice Mayor

A. In the Mayor's absence, the Vice Mayor shall perform the formal duties of the Mayor.<sup>4</sup>

~~B. If the Vice Mayor is unavailable, the duties of the Mayor will be delegated to another Council Member in order of seniority. If those Council Members are of equal seniority, one of them will be selected by alphabetical order. When the Vice Mayor performs the duties of the Mayor in his/her absence, the Vice Mayor also carries the responsibility of communicating with the Town Manager, Town Council, and members of the public.~~

### **VI. Council Conduct in Public Meetings**

To ensure the highest standards of respect and integrity during public meetings, Council Members should:

- A. *Use formal titles.* The Council should refer to one another formally during Council meetings such as Mayor, Vice Mayor or Council Member or Mr., Mrs., or Ms., followed by the individual's last name.
- B. *Practice civility and decorum in discussions and debate.* Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of free democracy in action. During public discussions, Council Members should be respectful of others and diverse opinions and allow for the debate of issues.
- C. *Honor the role of the presiding officer in maintaining order and equity.* Respect the Mayor/Chair's efforts to focus discussion on current agenda items.
- D. *Council decisions should be reserved until all applicable information has been presented.*
- E. *Conduct during public hearings.* During public testimony, Council Members should refrain from engaging the speaker in dialogue. Speakers at public meetings will be asked to provide their full name and to state whether they are a resident of the Town of Los Gatos. This information is optional but not required. For purposes of clarification, Council Members may ask the speaker questions. Council comments and discussion should commence upon the conclusion of all public testimony.
- F. Council Members shall not text or otherwise communicate privately with any public official or member of the public regarding matters relevant to the items on the agenda while on the dais.

### **~~VII. Maintaining Civility at Council Meetings~~**

~~The public is welcome to participate at Town Council meetings and the Mayor should remind the public of the Town's expectations for civility in order for the business of the Town to be completed efficiently and effectively. These expectations include and are not limited to:~~

<sup>3</sup>Resolution 1999-167

<sup>4</sup> Council Agenda Format and Rules Policy

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- ~~A. For the benefit of the entire community, the Town of Los Gatos asks that all speakers follow the Town's meeting guidelines by treating everyone with respect and dignity. This is done by following meeting guidelines set forth in State law, in the Town Code, and on the cover sheet of the Council agenda.~~
- ~~B. The Town embraces diversity and strongly condemns hate speech and offensive, hateful language or racial intolerance of any kind at Council Meetings.~~
- ~~C. Town Council and staff are well aware of the public's right to disagree with their professional opinion on various Town issues. However, anti-social behavior, slander, hatred, and bigotry statements are completely unacceptable and will not be tolerated in any way, shape or form at Town Council meetings.~~
- ~~D. All public comments at the Town Council meeting must pertain to items within the subject matter jurisdiction of the Town and shall not contain slanderous statements, hatred, and bigotry against non-public officials.~~
- ~~E. The Town will go through the following steps if a disturbance results from a member of the public not following these rules:~~
  - ~~1. If participating remotely, Town staff may mute the individual with an explanation for the record of why muting occurred consistent with this Policy.~~
  - ~~2. If participating in-person, the Mayor may call a recess for violation of this Policy, resulting in the immediate cessation of the audio and video recording and the Council exiting the Chamber. Staff will determine if the individual should be removed or if all members of the public should leave depending on the extent of the disturbance. In the event that all public members exit, only the press would be allowed back in the meeting. Once the individual(s) leave, the Council would return to the Chamber and the Mayor would resume the meeting.~~
  - ~~3. Persons disrupting a Council meeting may be cited for violation of the California Penal Code Section 403.~~

### VIII. Legal Requirements

The Town Council operates under a series of laws that regulate its operations as well as the conduct of its members. The Town Attorney serves as the Town's legal officer and is available to advise the Council on these matters.

#### A. Training

Biannual training in the following areas shall be provided by staff to Council Members:

- 1. The Ralph M. Brown Act
- 2. Town / CA State Law on Conflict of Interest (AB 1234)
- 3. Government Section 1090
- 4. Incompatible Offices
- 5. The Fair Political Practices Commission Forms

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- 6. Bias
- 7. Town / CA State Law on Harassment (SB 1343)

B. Procurement

Unless authorized by the Town Council, Council Members shall not become involved in administrative processes for acquiring goods and services.

C. Land Use Applications

1. Ex parte communications. The merits of an application shall only be evaluated on information included in the public record. Council Members shall disclose ex parte communication and any information obtained outside of the public record that may influence his/her decision on a matter pending before the Town Council. Council disclosure shall occur ~~after the Public Hearing section of the agenda, and~~ before Council deliberations.

~~1-2.~~ Quasi-Judicial Decisions. Council Members may not offer an opinion indicating that a preliminary decision has been reached prior to the public hearing or make any statements indicating bias. Quasi-judicial statements are those in which a decision-maker is required to render a decision by applying the law to particular facts presented at a hearing on the matter. Examples of quasi-judicial decisions are certain land use entitlements, permit appeals, and license revocations.

D. Code of Conduct Policy

Newly elected Council Members are ~~strongly encouraged~~required to sign a statement affirming they have read and understand the Town of Los Gatos Council Code of Conduct Policy.

E. Non-Profit Organizations

Council Members may not sit on boards of directors of non-profit organizations which receive funding or in-kind contributions from the Town, unless the ~~role serves Council Member is uncompensated, the non-profit organization supports~~ a ~~legitimate~~ Town purpose, such as the League of California Cities, ~~and the participation is approved by the full a majority of the Council, the interest is noted in the Town's official records, and the Council Member recuses himself or herself from any Town Council decisions affecting the non-profit.~~

**IX. Council Participation in Boards, Commissions and Committees, and Reporting Requirements**

There are several committees that Town Council Members have been appointed to or have an interest in, including but not limited to: Town Council standing and ad hoc committees, Town boards and commissions, regional boards and commissions, and community-generated committees.

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Primary Council representatives should update the Council about board, commission, and committee activities. When serving as the primary Council representative on any board, commission, or committee, Council Members should periodically provide updated reports to the Council during the “Council Matters” opportunity on the Council meeting agenda.

Recommended actions by Council Committees should be reported to the Council. When serving on a Council Committee, whether standing or ad hoc, all work undertaken by the Committee must be directed by the Council, and all recommended actions of a Council Committee shall be reported to the Council.

#### **X. Council Relationship with Town Staff**

The Town Council has adopted a Council-Manager form of government. The Town Manager’s powers and duties are outlined in the Town Code, Section 2.30.295.

##### Council Conduct and Communication with Town Staff

To enhance its working relationship with staff, Council should be mindful of the support and resources needed to accomplish Council goals. When communicating and working with staff, Council should follow these guidelines:

- A. *Council Members should treat staff as professionals.* Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with Council colleagues, practice civility and decorum in all interactions with Town staff.
- B. *Council Members should direct questions about policy, budget, or professional opinion to the Town Manager, Town Attorney or Department Directors.* Council Members can direct questions and inquiries to any staff for information that is readily available to the general public or easily retrievable by staff.
- C. *The Town Manager and staff are responsible for implementing Town policy and/or Council action.* The processing of Council policy and decisions takes place with the Town Manager and staff. Council should not direct policy/program administrative functions and implementation; rather it should provide policy guidance to the Town Manager.
- D. *Council Members should attempt to communicate questions, corrections, and/or clarifications about reports requiring official action to staff prior to Council meetings.* Early feedback will enable staff to address Council questions and incorporate minor corrections or changes to a Council report, resulting in a more efficient Council meeting discussion; however, this does not preclude Council Members from asking questions at Council Meetings.
- E. *Council Members should not direct the Town Manager to initiate any action, change a course of action, or prepare any report without the approval of Council.* The Town Manager’s responsibility is to advise on resources available and required for a particular course of action as it relates to the direction of the majority of the Council.
- F. *Council Members should not attend department staff meetings unless requested by the Town Manager.*



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- G. *All Council Members should have the same information with which to make decisions.* Information requested by one Council Member will be shared with all members of the Council.
- H. *Concerns related to the behavior or work of a Town employee should be directed to the Town Manager.* Council Members should not reprimand employees.
- I. *Per California Government Code, Sections 3201-3209, Council Members should not solicit financial contributions from Town staff or use promises or threats regarding future employment.* Although Town staff may, as private citizens with constitutional rights, support political candidates, such activities cannot take place during work hours, at the workplace, or in uniform.

#### **XI. Council Communication with the Public and other Council Members**

The Public has a reasonable expectation that it may engage its Council Members on matters of community concern. In response, Council Members may express a preliminary opinion on general issues or policies that are in the development phase, but not quasi-judicial decisions prior to the public hearing. Any such preliminary statement shall not indicate that a decision has been reached before the public hearing or create a presumption of bias on any quasi-adjudicatory decision such as a land use approval. In addition, Council Members may from time to time express opinions regarding broad policy matters which may be in conflict with currently adopted Council policies or explain an individual vote. Such statements, including those made on behalf of another elected official, public agency, state agency, or political subdivision, are permissible if clearly characterized as personal opinion or policy change objectives rather than the opinion of the ~~full~~ Town Council. A Council Member shall communicate in a manner that clearly and explicitly conveys that such communication is provided as an individual and does not in any way represent communication on behalf of the Town or represent the position of the Town Council, or Town staff except as otherwise authorized under section V.(C). Town Council Members may speak at community events so long as they make it clear that they do not represent the Town Council as a whole. This can be accomplished by using language such as: "Speaking for myself and not on behalf of the Town Council, . . ."

#### **XII. Enforcement**

##### **A. Purpose**

The Council Code of Conduct Policy establishes guiding principles for appropriate conduct and behavior and sets forth the expectations of Council Members. ~~The purpose of the policy language is to establish a process and procedure that:~~ This section describes a process to:

1. Allows the public, Town Council, and Town employees to report Code of Conduct policy violations or other misconduct.

2. Provides guidelines to evaluate ~~Code of Conduct policy~~ potential violations ~~or other misconduct and implement appropriate disciplinary action when necessary~~ and implement appropriate disciplinary action when necessary.

B. Procedures

1. Reporting of Complaints

a. Complaints by the Public

- i. Complaints regarding a Council Member must be submitted in writing to the Mayor.
- ii. If the complaint concerns the Mayor, it must be submitted in writing to the Vice Mayor.
- iii. The complaint shall also be copied and forwarded to the Mayor.

b. Complaints by Council Members

- i. A Council Member who wishes to file a complaint about another Council Member must submit it in writing to the Mayor.
- ii. If the complaint is about the Mayor, it must be submitted to the Vice Mayor.
- iii. The complaint should also be copied and forwarded to the Town Manager and Town Attorney.

c. Complaints by Town Employees

- i. Town employees must submit complaints in writing to the Mayor.
- ii. If the complaint is about the Mayor, it must be submitted to the Vice Mayor.
- iii. If the Town Manager or Town Attorney receives a complaint, they shall forward it directly to the Mayor (or Vice Mayor if the complaint is against the Mayor). Neither the Town Manager nor the Town Attorney should make any substantive determination regarding the complaint.
- iv. The complaint should also be copied and forwarded to the Town Manager and Town Attorney.

d. Notification to the Subject Council Member

- i. Within three (3) business days of receipt, the subject Council Member shall receive notice of the complaint from the Mayor, including:
  - 1. A copy of the complaint and any supporting documentation;
  - 2. The identity of the complainant (unless protected by law); and
  - 3. The nature of the alleged violation.

2. Preliminary Evaluation

a. Establishment of Ad Hoc Committee

- i. The Mayor shall promptly form an ad hoc committee to evaluate complaints about Council Members.

- ii. The ad hoc committee will consist of the Mayor and one rotating Council Member to be selected in alphabetical order.
- iii. If the Mayor is the subject of the complaint, the Vice Mayor shall form an ad hoc committee to evaluate the complaint.
- iv. At this stage, an ad hoc committee of no more than two Council Members will review the complaint. The Town Manager and Town Attorney will be included in any committee meetings in an administrative capacity only to facilitate the committee's needs and at no times will be required to make decisions regarding the complaints.

b. Initial Determination

- i. After reviewing the written complaint, the ad hoc committee shall determine whether the complaint:
  - 1. Lacks substance (unsubstantiated)
  - 2. Involves a minor violation
  - 3. Potentially involves a major violation

3. Determining Severity

a. Unsubstantiated or Minor Violations

- i. A **minor violation** is a breach of the Code of Conduct that does not significantly impair the functioning, reputation, or integrity of the Town or its governance processes. These violations typically involve isolated incidents that are unintentional or stem from a misunderstanding of procedures, policies, or expectations. Examples of minor violations include, but are not limited to:
  - 1. Unprofessional or discourteous communication in a non-public setting.
  - 2. Failure to comply with procedural requirements in meetings or decision-making.
  - 3. Negligent, but not malicious, failure to disclose conflicts of interest when no substantial harm occurs.
  - 4. Minor breaches of decorum during public meetings that do not disrupt proceedings.
- ii. If the ad hoc committee finds the complaint unsubstantiated, no further action is taken.
- iii. If the ad hoc committee determines that the complaint involves a minor violation, the Mayor (or Vice Mayor) may privately admonish or counsel the subject Council Member to address and correct the behavior.
  - 1. Admonishment is a warning to a Council Member about behavior that violates Town policy.

b. Potential Major Violations

- i. A **major violation** is a significant breach of the Code of Conduct that compromises public trust, damages the Town's reputation, disrupts governance, or results in legal, financial, or operational risks to the Town.

These violations typically involve intentional, repeated, or grossly negligent actions. Examples of major violations include, but are not limited to:

1. Persistent or egregious unprofessional behavior toward staff, colleagues, or the public.
  2. Engaging in actions that create substantial conflicts of interest or violate state or federal laws, including ethics laws.
  3. Deliberately making false or misleading statements that undermine public trust or decision-making processes.
  4. Conduct that disrupts public meetings in a manner that prevents the effective functioning of Town governance.
  5. Misuse of Town resources, authority, or influence for personal gain or to harm others.
  6. Criminal conduct.
- ii. If the Ad Hoc Committee believes the complaint may involve a major violation, they shall direct the Town Attorney to engage outside legal counsel to conduct an investigation.
1. The Town Attorney's role is limited to administratively securing the contract with outside counsel; the Town Attorney does not participate in determining the outcome or findings.
- iii. The outside legal counsel shall conduct interviews, collect evidence, and prepare a written report with findings and recommendations.
- iv. Upon completion, the final report is delivered to the Mayor (or Vice Mayor if the Mayor is the subject of the complaint) with a copy to the Town Manager and Town Attorney. The Town Attorney will also serve as the record keeper of all relevant records involving any complaint and/or investigation involving Council members and commissioners.

#### 4. Final Action on Investigations

##### a. Receipt of the Investigation Report

- i. The Mayor (or Vice Mayor) shall promptly review the final written report from the outside legal counsel.

##### b. Decision on Next Steps

- i. If the report does not substantiate a major violation, the Mayor (or Vice Mayor) may close the matter without further action.
- ii. If the report substantiates a major violation or otherwise recommends further proceedings, the Mayor (or Vice Mayor) shall:
  1. Notify the subject Council Member in writing. If there will be disciplinary proceedings, the report would be disclosed.
  2. Determine whether to present the matter to the Council for potential disciplinary proceedings.

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iii. When appropriate, the complainant will receive notification of the disposition of their complaint when the process is complete. A minor violation notification will state the matter has been resolved and major violation notification will include the next steps.

#### 5. Annual Summary

a. Town Attorney or Town Manager to provide an annual summary of all open and closed complaints.

### C. Disciplinary Action

#### 1. Considerations for Disciplinary Action

The Council may impose disciplinary action when a major violation of the Council Code of Conduct Policy has occurred. In determining the appropriate sanction, the Council may consider:

- a. Nature of the violation;
- b. Any prior violations by the same Council Member; or
- c. Other relevant factors that bear on the seriousness of the misconduct.

#### 2. Types of Sanctions

One or more of the following sanctions may be imposed on a Council member at the Council's discretion:

- a. Public Admonishment  
A warning directed publicly at a Council Member regarding specific behavior.
- b. Revocation of Special Privileges  
Temporary or permanent removal of committee assignments, board or commission appointments, official travel privileges, conference attendance, or ceremonial titles such as Mayor or Vice Mayor.
- c. Censure  
A formal statement or resolution by the Council officially reprimanding a Council Member.
- d. Mayoral and Vice Mayoral Selection Process  
Per Town Municipal Code, Section 2.20.035, the selection of the Mayor and Vice Mayor occurs annually at a special meeting in December by majority vote of the Town Council.

### D. Town Council Consideration of Discipline

- 1. If the matter is serious enough for discipline, the Council shall consider the investigative findings.
- 2. Any public hearing regarding that discipline shall not be adversarial and would be discussed at a public hearing related to the Council Member.

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3. As allowed under section 2.20.035 of the Town Code, the Mayor and Vice Mayor selection occurs on an annual basis, and any substantiated violation may have a bearing on the Council's decision at that time.

#### E. Conflicts

1. If the complaint is against the Mayor, all responsibilities assigned to the Mayor in this section are carried out by the Vice Mayor.
2. If both the Mayor and Vice Mayor have conflicts (e.g., both involved in the complaint), then the longest-serving uninvolved Council Member shall step in to fulfill these duties.

#### F. Complaints Related to Matters Under Jurisdiction of Other Bodies

Nothing in this policy will take the place of investigation of matters subject to the laws and regulations of other bodies. In the case that another body is conducting an investigation, the Town may use the findings of the other body's investigation in place of the Town's investigation for the purposes of this policy.

~~The following section outlines the process for reporting Council Member Code of Conduct Policy violations or other misconduct:~~

- ~~a. Complaints made by members of the public, the Town Manager, and Town Attorney should be reported to the Mayor. If a complaint involves the Mayor, it should be reported to the Vice Mayor.~~
- ~~b. Complaints made by Council Members should be reported to the Town Manager or Town Attorney to adhere to Brown Act requirements.~~
- ~~c. Complaints made by Town employees should be reported to the Town Manager, who will direct them to the Mayor or Vice Mayor.~~

#### 2. Unsubstantiated or Minor Violations

~~If the majority of the Committee agrees that the reported violation is without substance, no further action will be taken. If the reported violation is deemed valid but minor in nature, the Mayor or Vice Mayor shall counsel and, if appropriate, admonish the Council Member privately to resolve the matter. Admonishment is considered to be a reproof or warning directed to a Council Member about a particular type of behavior that violates Town policy.~~

#### 3. Allegations of Major Violations

~~If the reported violation is considered to be serious in nature, the matter shall be referred to outside legal counsel selected by the Committee for the purpose of conducting an initial interview with the subject Council Member. The outside counsel shall report his/her initial findings back to the Committee.~~

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~~If the Committee then determines that an investigation is warranted, the Committee shall direct the outside legal counsel to conduct an investigation. The investigation process would include, but is not limited to, the ascertainment of facts relevant to the complaint through interviews and the examination of any documented materials.~~

#### ~~4. Report of Findings~~

~~At the conclusion of the investigation, outside legal counsel shall report back to the Committee in writing. The report shall either (1) recommend that the Council Member be exonerated based on a finding that the investigation did not reveal evidence of a serious violation of the Code of Conduct, or (2) recommend disciplinary proceedings based on findings that one or more provisions of the Code of Conduct or other Town policies have been violated. In the latter event, the report shall specify the provisions violated along with the facts and evidence supporting each finding.~~

~~The Committee shall review the report and its recommendations. If the consensus of the Committee is to accept the report and recommendations, the Committee shall implement the recommendations. Where the recommendation is exoneration, no further action shall be taken. Where the recommendation is to initiate disciplinary proceedings, the matter shall be referred to the Council. Where there is no consensus of the Committee regarding the recommendations, the matter shall be referred to the Council.~~

~~The subject Council Member shall be notified in writing of the Committee's decision within 72 hours. Where the decision is to refer the matter to the Council, a copy of the full report, including documents relied on by the investigator shall be provided with the notification, and a copy of both shall be provided to the whole Council.~~

#### ~~5. Proceedings~~

~~Investigative findings and recommended proceedings and disciplinary action that are brought forward to Council as a result of a significant policy violation shall be considered at a public hearing. The public hearing should be set far enough in advance to allow the Council Member in question reasonable sufficient time to prepare a response.~~

~~Investigative findings shall be presented to the Town Council at a public hearing. The rules of evidence do not apply to the public hearing. It shall not be conducted as an adversarial proceeding.~~

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~~6. Disciplinary Action~~

~~1. Considerations in Determining Disciplinary Action~~

~~Disciplinary action may be imposed by Council upon Council Members who have violated the Council Code of Conduct Policy. Disciplinary action or sanctions are considered when a serious violation of Town policy has occurred by a Council Member. In determining the type of sanction imposed, the following factors may be considered:~~

- ~~a. Nature of the violation~~
- ~~b. Prior violations by the same individual~~
- ~~c. Other factors which bear upon the seriousness of the violation~~

~~2. Types of Sanctions~~

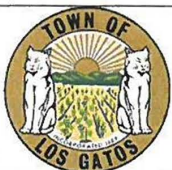

~~At the discretion of the Council, sanctions may be imposed for violating the Code of Conduct or engaging in other misconduct. These actions may be applied individually or in combination. They include, but are not limited to:~~

- ~~a. Public Admonishment — A reproof or warning directed to a Council Member about a particular type of behavior that violates Town policy.~~
- ~~b. Revocation of Special Privileges — A revocation of a Council Member's Council Committee assignments, including standing and ad hoc committees, regional boards and commissions, and community-generated board/committee appointments. Other revocations may include temporary suspension of official travel, conference participation, and ceremonial titles.~~
- ~~c. Censure — A formal statement or resolution by the Council officially reprimanding a Council Member.~~

APPROVED AS TO FORM:

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



 <div style="display: inline-block; vertical-align: middle;"> <p>TOWN OF <b>LOS GATOS</b> CALIFORNIA</p> </div> <div style="display: inline-block; vertical-align: middle; text-align: center;"> <p><b>COUNCIL POLICY MANUAL</b></p> <p><i>Small Town Service    Community Stewardship    Future Focus</i></p> </div>	
<b>TITLE:</b> Town Council Code of Conduct	<b>POLICY NUMBER:</b> 2-04
<b>EFFECTIVE DATE:</b> 5/3/2004	<b>PAGES:</b> 8
<b>ENABLING ACTIONS:</b> 2004-059; 2006-111; 2021-047	<b>REVISED DATES:</b> 12/17/2012; 3/3/2015; 12/17/2019; 11/2/2021; 10/4/2022
<b>APPROVED:</b> 	

### I. Preamble

The legal responsibilities of the Los Gatos Town Council are set forth by applicable state and federal laws. In addition, the Town Council has adopted regulations, including this Code of Conduct Policy, that hold Council Members to standards of conduct above and beyond what is required by law. This Policy is written with the assumption that Council Members, through training, are aware of their legal and ethical responsibilities as elected officials. These expectations of conduct also apply to all members of the Town's Boards, Committees, and Commissions.

### II. Form of Government

The Town of Los Gatos operates under a Council-Manager form of government as prescribed by Town Code, Section 2.30.305. Accordingly, members of the Council are elected at-large, provide legislative direction, set Town policy, and ultimately answer to the public. The Town Manager serves as the Town's chief administrative officer and is responsible for directing the day-to-day operations of the Town and implementing policy direction.

### III. Town Council Roles and Responsibilities

The role of the Town Council is to act as a legislative and quasi-judicial body. Through its legislative and policy authority, the Council is responsible for assessing and achieving the community's desire for its present and future and for establishing policy direction to achieve its desired outcomes. All members of the Town Council, including those who serve as Mayor and Vice Mayor, have equal votes.

Members of the Town Council fulfill their role and responsibilities through the relationships they have with each other and the public. Town Council Members should approach their work, each other, and the public in a manner that reflects ethical behavior, honesty and integrity. The commitment of Town Council Members to their work is characterized by open constructive communication, innovation, and creative problem solving.

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2-04**IV. Mayoral and Vice Mayoral Selection Process**

Per Town Municipal Code, Section 2.20.035, the selection of the Mayor and Vice Mayor occurs annually at a special meeting in December by majority vote of the Town Council. The Mayor and Vice Mayor serve at the pleasure of the Town Council and may be replaced by a majority vote of the Council.

**V. Mayoral and Vice Mayoral Roles, Responsibilities, Relationships**

The following outlines some of the key roles, responsibilities, and relationships as they relate to the positions of Mayor and Vice Mayor:

Mayor

- A. The Mayor is the presiding officer of the Town Council. In this capacity, the Mayor is responsible for developing Council agendas in cooperation with the Town Manager and leading Council meetings.
- B. The Mayor recommends various standing committee appointments to the Council for approval.<sup>1</sup> This will be done at a Council meeting in December of each year. When making committee recommendations, the Mayor should attempt to balance shared responsibilities and opportunities among Council Members. The Mayor may also appoint citizens to committees not established by Town ordinance or resolution as s/he deems appropriate.
- C. The title of Mayor carries with it the responsibility of communicating with the Town Council, Town Manager, members of the public, and the media regarding decisions made by a majority of the Town Council. The Mayor also represents the Council at official and ceremonial occasions.
- D. The Mayor performs special duties consistent with the Mayoral office, including, but not limited to: signing of documents on behalf of the Town, issuing proclamations, serving as the official voting delegate for various municipal advocacy groups, and delivering the State of the Town Address at his or her discretion.<sup>2</sup> The Town Council will determine any additional authority or duties that the Mayor shall perform.
- E. Special duties consistent with the Mayoral office may be delegated to the Vice Mayor or any other member of the Town Council.
- F. In the event that one or more members of a Town Board, Commission, or Committee acts in a manner contrary to approved Board/Commission policies and procedures, the Mayor may counsel those members about the rules set forth in the Town Commissioner Handbook.<sup>3</sup>

<sup>1</sup> Council Agenda Format and Rules Policy

<sup>2</sup> Council Commendation and Proclamation Policy

<sup>3</sup> Resolution 1999-167

Vice Mayor

- A. In the Mayor's absence, the Vice Mayor shall perform the formal duties of the Mayor.<sup>4</sup>
- B. When the Vice Mayor performs the duties of the Mayor in his/her absence, the Vice Mayor also carries the responsibility of communicating with the Town Manager, Town Council, and members of the public.

**VI. Council Conduct in Public Meetings**

To ensure the highest standards of respect and integrity during public meetings, Council Members should:

- A. *Use formal titles.* The Council should refer to one another formally during Council meetings such as Mayor, Vice Mayor or Council Member or Mr., Mrs., or Ms., followed by the individual's last name.
- B. *Practice civility and decorum in discussions and debate.* Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of free democracy in action. During public discussions, Council Members should be respectful of others and diverse opinions and allow for the debate of issues.
- C. *Honor the role of the presiding officer in maintaining order and equity.* Respect the Mayor/Chair's efforts to focus discussion on current agenda items.
- D. *Council decisions should be reserved until all applicable information has been presented.*
- E. *Conduct during public hearings.* During public testimony, Council Members should refrain from engaging the speaker in dialogue. Speakers at public meetings will be asked to provide their full name and to state whether they are a resident of the Town of Los Gatos. This information is optional but not required. For purposes of clarification, Council Members may ask the speaker questions. Council comment and discussion should commence upon the conclusion of all public testimony

**VII. Maintaining Civility at Council Meetings**

The public is welcome to participate at Town Council meetings and the Mayor should remind the public of the Town's expectations for civility in order for the business of the Town to be completed efficiently and effectively. These expectations include and are not limited to:

- A. For the benefit of the entire community, the Town of Los Gatos asks that all speakers follow the Town's meeting guidelines by treating everyone with respect and dignity. This is done by following meeting guidelines set forth in State law, in the Town Code, and on the cover sheet of the Council agenda.
- B. The Town embraces diversity and strongly condemns hate speech and offensive, hateful language or racial intolerance of any kind at Council Meetings.

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<sup>4</sup> Council Agenda Format and Rules Policy

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- C. Town Council and staff are well aware of the public's right to disagree with their professional opinion on various Town issues. However, anti-social behavior, slander, hatred, and bigotry statements are completely unacceptable and will not be tolerated in any way, shape or form at Town Council meetings.
- D. All public comments at the Town Council meeting must pertain to items within the subject matter jurisdiction of the Town and shall not contain slanderous statements, hatred, and bigotry against non-public officials.
- E. The Town will go through the following steps if a disturbance results from a member of the public not following these rules:
  - 1. If participating remotely, Town staff may mute the individual with an explanation for the record of why muting occurred consistent with this Policy.
  - 2. If participating in-person, the Mayor may call a recess for violation of this Policy, resulting in the immediate cessation of the audio and video recording and the Council exiting the Chamber. Staff will determine if the individual should be removed or if all members of the public should leave depending on the extent of the disturbance. In the event that all public members exit, only the press would be allowed back in the meeting. Once the individual(s) leave, the Council would return to the Chamber and the Mayor would resume the meeting.
  - 3. Persons disrupting a Council meeting may be cited for violation of the California Penal Code Section 403.

### **VIII. Legal Requirements**

The Town Council operates under a series of laws that regulate its operations as well as the conduct of its members. The Town Attorney serves as the Town's legal officer and is available to advise the Council on these matters.

#### **A. Training**

Biannual training in the following areas shall be provided by staff to Council Members:

- 1. The Ralph M. Brown Act
- 2. Town / CA State Law on Conflict of Interest (AB 1234)
- 3. Government Section 1090
- 4. Incompatible Offices
- 5. The Fair Political Practices Commission Forms
- 6. Bias
- 7. Town / CA State Law on Harassment (SB 1343)

#### **B. Procurement**

Unless authorized by the Town Council, Council Members shall not become involved in administrative processes for acquiring goods and services.

**C. Land Use Applications**

The merits of an application shall only be evaluated on information included in the public record. Council Members shall disclose ex parte communication and any information obtained outside of the public record that may influence his/her decision on a matter pending before the Town Council. Council disclosure shall occur after the Public Hearing section of the agenda, and before Council deliberations.

**D. Code of Conduct Policy**

Newly elected Council Members are strongly encouraged to sign a statement affirming they have read and understand the Town of Los Gatos Council Code of Conduct Policy.

**E. Non-Profit Organizations**

Council Members may not sit on boards of directors of non-profit organizations which receive funding or in-kind contributions from the Town, unless the role serves a legitimate Town purpose, such as the League of California Cities, and the participation is approved by the full Council.

**IX. Council Participation in Boards, Commissions and Committees, and Reporting Requirements**

There are several committees that Town Council Members have been appointed to or have an interest in, including but not limited to: Town Council standing and ad hoc committees, Town boards and commissions, regional boards and commissions, and community-generated committees.

Primary Council representatives should update the Council about board, commission, and committee activities. When serving as the primary Council representative on any board, commission, or committee, Council Members should periodically provide updated reports to the Council during the "Council Matters" opportunity on the Council meeting agenda.

Recommended actions by Council Committees should be reported to the Council. When serving on a Council Committee, whether standing or ad hoc, all work undertaken by the Committee must be directed by the Council, and all recommended actions of a Council Committee shall be reported to the Council.

**X. Council Relationship with Town Staff**

The Town Council has adopted a Council-Manager form of government. The Town Manager's powers and duties are outlined in the Town Code, Section 2.30.295.

**Council Conduct and Communication with Town Staff**

To enhance its working relationship with staff, Council should be mindful of the support and resources needed to accomplish Council goals. When communicating and working with staff, Council should follow these guidelines:

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- A. *Council Members should treat staff as professionals.* Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with Council colleagues, practice civility and decorum in all interactions with Town staff.
- B. *Council Members should direct questions about policy, budget, or professional opinion to the Town Manager, Town Attorney or Department Directors.* Council Members can direct questions and inquiries to any staff for information that is readily available to the general public or easily retrievable by staff.
- C. *The Town Manager and staff are responsible for implementing Town policy and/or Council action.* The processing of Council policy and decisions takes place with the Town Manager and staff. Council should not direct policy/program administrative functions and implementation; rather it should provide policy guidance to the Town Manager.
- D. *Council Members should attempt to communicate questions, corrections, and/or clarifications about reports requiring official action to staff prior to Council meetings.* Early feedback will enable staff to address Council questions and incorporate minor corrections or changes to a Council report, resulting in a more efficient Council meeting discussion; however, this does not preclude Council Members from asking questions at Council Meetings.
- E. *Council Members should not direct the Town Manager to initiate any action, change a course of action, or prepare any report without the approval of Council.* The Town Manager's responsibility is to advise on resources available and required for a particular course of action as it relates to the direction of the majority of the Council.
- F. *Council Members should not attend department staff meetings unless requested by the Town Manager.*
- G. *All Council Members should have the same information with which to make decisions.* Information requested by one Council Member will be shared with all members of the Council.
- H. *Concerns related to the behavior or work of a Town employee should be directed to the Town Manager.* Council Members should not reprimand employees.
- I. *Per California Government Code, Sections 3201-3209, Council Members should not solicit financial contributions from Town staff or use promises or threats regarding future employment.* Although Town staff may, as private citizens with constitutional rights, support political candidates, such activities cannot take place during work hours, at the workplace, or in uniform.

#### **XI. Council Communication with the Public and other Council Members**

The Public has a reasonable expectation that it may engage its Council Members on matters of community concern. In response, Council Members may express a preliminary opinion on general issues or policies that are in the development phase. Any such preliminary statement shall not indicate that a decision has been reached before the public hearing or create a presumption of bias on any quasi-adjudicatory decision such as a land use approval. In addition, Council Members may from time to time express opinions regarding broad policy matters which may be in conflict with currently adopted Council policies or explain an individual vote. Such



statements are permissible if clearly characterized as personal opinion or policy change objectives rather than the opinion of the full Town Council.

## **XII. Enforcement**

### **A. Purpose**

The Council Code of Conduct Policy establishes guiding principles for appropriate conduct and behavior and sets forth the expectations of Council Members. The purpose of the policy language is to establish a process and procedure that:

1. Allows the public, Town Council, and Town employees to report Code of Conduct policy violations or other misconduct.
2. Provides guidelines to evaluate Code of Conduct policy violations or other misconduct and implement appropriate disciplinary action when necessary.

### **B. Procedures**

#### **1. Reporting of Complaints**

The following section outlines the process for reporting Council Member Code of Conduct Policy violations or other misconduct:

- a. Complaints made by members of the public, the Town Manager, and Town Attorney should be reported to the Mayor. If a complaint involves the Mayor, it should be reported to the Vice Mayor.
- b. Complaints made by Council Members should be reported to the Town Manager or Town Attorney to adhere to Brown Act requirements.
- c. Complaints made by Town employees should be reported to the Town Manager, who will direct them to the Mayor or Vice Mayor.

#### **2. Evaluation of Complaints Alleging Violations**

Upon report of a written complaint, the Town Manager and Town Attorney will join the Mayor or Vice Mayor as an evaluation committee to determine the validity of the complaint and, if appropriate, an initial course of action as discussed below. If the Town Manager or Town Attorney is the complainant, the longest serving uninvolved Council Member will replace the Town Manager or Town Attorney on the evaluation committee.

Within seventy-two (72) hours of receipt of the complaint by the Mayor or Vice Mayor, the Council Member in question shall be notified of the reported complaint by the Mayor or his/her designee. The notification shall include a copy of the written complaint and supporting documentation, if any, the identity of the complainant and nature of the complaint.

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2-043. Unsubstantiated or Minor Violations

If the majority of the Committee agrees that the reported violation is without substance, no further action will be taken. If the reported violation is deemed valid but minor in nature, the Mayor or Vice Mayor shall counsel and, if appropriate, admonish the Council Member privately to resolve the matter. Admonishment is considered to be a reproof or warning directed to a Council Member about a particular type of behavior that violates Town policy.

4. Allegations of Major Violations

If the reported violation is considered to be serious in nature, the matter shall be referred to outside legal counsel selected by the Committee for the purpose of conducting an initial interview with the subject Council Member. The outside counsel shall report his/her initial findings back to the Committee.

If the Committee then determines that an investigation is warranted, the Committee shall direct the outside legal counsel to conduct an investigation. The investigation process would include, but is not limited to, the ascertainment of facts relevant to the complaint through interviews and the examination of any documented materials.

5. Report of Findings

At the conclusion of the investigation, outside legal counsel shall report back to the Committee in writing. The report shall either (1) recommend that the Council Member be exonerated based on a finding that the investigation did not reveal evidence of a serious violation of the Code of Conduct, or (2) recommend disciplinary proceedings based on findings that one or more provisions of the Code of Conduct or other Town policies have been violated. In the latter event, the report shall specify the provisions violated along with the facts and evidence supporting each finding.

The Committee shall review the report and its recommendations. If the consensus of the Committee is to accept the report and recommendations, the Committee shall implement the recommendations. Where the recommendation is exoneration, no further action shall be taken. Where the recommendation is to initiate disciplinary proceedings, the matter shall be referred to the Council. Where there is no consensus of the Committee regarding the recommendations, the matter shall be referred to the Council.

The subject Council Member shall be notified in writing of the Committee's decision within 72 hours. Where the decision is to refer the matter to the Council, a copy of the full report, including documents relied on by the investigator shall be provided with the notification, and a copy of both shall be provided to the whole Council.



## 6. Proceedings

Investigative findings and recommended proceedings and disciplinary action that are brought forward to Council as a result of a significant policy violation shall be considered at a public hearing. The public hearing should be set far enough in advance to allow the Council Member in question reasonably sufficient time to prepare a response.

Investigative findings shall be presented to the Town Council at a public hearing. The rules of evidence do not apply to the public hearing. It shall not be conducted as an adversarial proceeding.

## C. Disciplinary Action

### 1. Considerations in Determining Disciplinary Action

Disciplinary action may be imposed by Council upon Council Members who have violated the Council Code of Conduct Policy. Disciplinary action or sanctions are considered when a serious violation of Town policy has occurred by a Council Member. In determining the type of sanction imposed, the following factors may be considered:

- a. Nature of the violation
- b. Prior violations by the same individual
- c. Other factors which bear upon the seriousness of the violation

### 2. Types of Sanctions

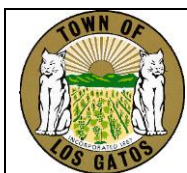
At the discretion of the Council, sanctions may be imposed for violating the Code of Conduct or engaging in other misconduct. These actions may be applied individually or in combination. They include, but are not limited to:

- a. *Public Admonishment* – A reproof or warning directed to a Council Member about a particular type of behavior that violates Town policy.
- b. *Revocation of Special Privileges* – A revocation of a Council Member's Council Committee assignments, including standing and ad hoc committees, regional boards and commissions, and community-generated board/committee appointments. Other revocations may include temporary suspension of official travel, conference participation, and ceremonial titles.
- c. *Censure* – A formal statement or resolution by the Council officially reprimanding a Council Member.

APPROVED AS TO FORM:



Gabrielle Whelan, Town Attorney



TOWN OF  
**LOS GATOS**  
CALIFORNIA

## COUNCIL POLICY MANUAL

*Small Town Service*

*Community Stewardship*

*Future Focus*

**Title:** Board, Committee, and Commission Code of Conduct

**Policy Number:**

**Effective Date:**

**Pages:** 5

**Enabling Actions:**

**Revised Date:**

**Approved:**

### I. Preamble

This Policy sets forth the roles, responsibilities, and Code of Conduct for the Town's Boards, Committees, and Commissions (hereinafter referred to as "Commissions"). The legal responsibilities of the Los Gatos Town Commissioners are set forth by applicable state and federal laws. In addition, the Town Council has adopted regulations, including this Code of Conduct Policy, that holds Commissioners to standards of conduct above and beyond what is required by law. This Policy is written with the assumption that Commissioners, through training, are aware of their legal and ethical responsibilities as appointed officials. Commissioners are not allowed to engage in any activity which would constitute a minor or major violation as specified in this Policy.

### II. Town Board, Committees, and Commissions Roles and Responsibilities

The role of the Commissions is to act as a bridge between the community and the Town Council. Commissioners are volunteers, that contribute their time and expertise to help identify, analyze, and evaluate community issues within the scope of their respective Commission. Through public meetings and other engagement efforts, Commissioners gather community input during recognized commission meetings, ad hoc commission meetings, and established taskforces and use this information to make thoughtful, informed recommendations to the Town Council, which is the final policy-making authority. The Commission's work should align with the Town Council's Strategic Priorities and supports the Town's mission to enhance the quality of life through effective leadership and responsive services. Commissioners serve at the will of the Council.

Individual Commissioners are expected to attend all meetings and come prepared by reviewing agenda materials in advance. They are to conduct themselves with respect, fairness, and courtesy toward fellow members, Town staff, and the public, while recognizing and supporting the authority of the Chair to lead meetings effectively. Commissioners should stay focused on meeting topics, use time efficiently, and contribute constructively to discussions. They are expected to act with honesty and integrity, serve as role models of civic leadership, and maintain public trust in Town government. Commissioners must also be aware of and avoid potential conflicts of interest, understand their obligations under the Brown Act, and seek

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guidance from commission staff person when questions arise regarding their duties or ethical requirements. If needed, the commission staff person will coordinate other Town staff as necessary.

### III. Commissioner Conduct in Public Meetings

To ensure the highest standards of respect and integrity during public meetings, Commissioners should:

- A. *Use formal titles.* The Commission should refer to one another formally during Council meetings such as Chair, Vice Chair or Commissioner or Mr., Mrs., or Ms., followed by the individual's last name.
- B. *Practice civility and decorum in discussions and debate.* Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of free democracy in action. During public discussions, Commissioners should be respectful of others and diverse opinions and allow for the debate of issues.
- C. *Honor the role of the presiding officer in maintaining order and equity.* Respect the Chair's efforts to focus discussion on current agenda items.
- D. *Commission decisions should be reserved until all applicable information has been presented.*
- E. *Conduct during public hearings.* During public testimony, Commissioners should refrain from engaging the speaker in dialogue. Speakers at public meetings will be asked to provide their full name and to state whether they are a resident of the Town of Los Gatos. This information is optional but not required. For purposes of clarification, Commissioners may ask the speaker questions. Commission comment and discussion should commence upon the conclusion of all public testimony.

### IV. Legal Requirements

The Town Commissions operate under a series of laws that regulate its operations as well as the conduct of its members. The Town Attorney serves as the Town's legal officer and is available to advise the Commissioners on relevant legal matters; however, any such advise will be coordinated through the commission staff liaison.

- A. Training
 

Commissioners shall participate in training in the following areas:

  - 1. The Ralph M. Brown Act
  - 2. AB 1234 Conflict of Interest (Planning Commission Only)
  - 3. Town / CA State Law on Harassment (SB 1343)
- B. Procurement
 

Unless authorized by the Town Council, Commissioners shall not become involved in administrative processes for acquiring goods and services.

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C. Land Use Applications

The merits of an application shall only be evaluated on information included in the public record. Commissioners shall not participate in any ex parte communications and must place any information obtained outside of the public hearing that may influence his/her decision on a matter pending before the Commission into the record at the public hearing.

D. Code of Conduct Policy

Newly appointed Commissioners shall sign a statement affirming they have read and understand the Town of Los Gatos Council Code of Conduct Policy.

E. Non-Profit Organizations

Commissioners that participate in the Community Grant Program selection process may not sit on boards of directors of non-profit organizations which receive funding or in-kind contributions from the Town.

F. Applicable Laws and Town Policies

Commissions shall abide by all applicable municipal, state, and federal laws and Town policies.

G. Matters to be done outside of the Commission meeting will require Town Council approval through the workplan before any such activity may be performed on behalf of the Town or Commission.

**V. Commission Relationship with the Town Council**

The primary responsibility of Commissions is to advise and make recommendations to the Town Council. Recommendations are forwarded through the Town Manager's Office to the Town Council for consideration. While the Council values and relies on the Commission's input, the Council's role is to consider recommendations from multiple sources and make final decisions based on strategic priorities and the broader interests of the community. Because of this broader perspective, the Council may not always implement the recommendations of a particular Commission.

It is important to maintain a clear distinction between the advisory role of Commissions and the decision-making authority of the Town Council. While Commissioners may at times disagree with Council decisions, once the Council has taken a position or chosen not to implement a recommendation, it is expected that the Commission and its individual members will respect that decision.

**VI. Commission Communication**

A. Town Council

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1. When a member of an advisory body addresses the Council at a public meeting, it should be made clear whether the member is speaking on behalf of the advisory body or as an individual citizen.

#### B. Public

1. Commissioners shall communicate in a manner that clearly and explicitly conveys that such communication is provided as an individual and does not in any way represent communication on behalf of the Town or represent the position of the Commission, or Town staff. This can be accomplished by using language such as: "Speaking for myself and not on behalf of the Commission or the Town . . ."
2. Letters or other forms of communication from Commissions addressed to the public or other agencies and concerning official positions being taken must first be forwarded to the Council for approval before being mailed or submitted. Letters and other forms of communication from individual Commission members to the public regarding issues that are within the jurisdiction of that Commission should be distributed to the other members, commission staff liaison, and the Council as a matter of courtesy.
3. Commissioners shall refer all media inquiries to Town staff for an official response to ensure that consistent and accurate information is provided. Unless specifically authorized by the Mayor or Town Manager, no commissioner shall communicate in any way or provide official responses of or from the Town or commission. In any communication, each commissioner can only speak as an individual and must relate such when communicating in any medium, media, or other response unless specifically authorized by the Mayor or Town Manager.

### VII. Enforcement

#### A. Purpose

The Boards, Committee, and Commission Code of Conduct Policy establishes guiding principles for appropriate conduct and behavior and sets forth the expectations of Commissioner. The purpose of the policy language is to establish a process and procedure that:

1. Allows the public, Commissioners, and Town employees to report Code of Conduct policy violations or other misconduct.
2. Provides guidelines to evaluate Code of Conduct policy violations or other misconduct and implement appropriate disciplinary action when necessary.

#### B. Procedures

##### 1. Reporting of Complaints

Complaints made by members of the public, Commissioners, Council Members, Town employees, the Town Manager, or the Town Attorney should be reported to the Town Council.

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2. Evaluation of Complaints Alleging Violations

The Mayor shall promptly consult the Town Manager and evaluate the complaint. After reviewing the written complaint, the Mayor shall determine whether the complaint:

- a. Lacks substance (unsubstantiated)
- b. Involves a minor violation, includes but is not limited to
  - i. Unprofessional or discourteous communication in a non-public setting.
  - ii. Failure to comply with procedural requirements in meetings or decision-making.
  - iii. Negligent, but not malicious, failure to disclose conflicts of interest when no substantial harm occurs.
  - iv. Minor breaches of decorum during public meetings that do not disrupt proceedings.
- c. Potentially involves a major violation, includes but is not limited to
  - i. Persistent or egregious unprofessional behavior toward staff, colleagues, or the public.
  - ii. Engaging in actions that create substantial conflicts of interest or violate any municipal, state or federal laws or Town policies, including ethics laws.
  - iii. Deliberately making false or misleading statements that undermine public trust or decision-making processes.
  - iv. Conduct that disrupts public meetings in a manner that prevents the effective functioning of Town governance.
  - v. Misuse of Town resources, authority, or influence for personal gain or to harm others.
  - vi. Repeated minor violations.
  - vii. Criminal conduct.

3. Unsubstantiated or Minor Violations

If the complaint is without substance, no further action will be taken.

If the reported violation is deemed valid but minor in nature, the Mayor shall, in consultation with Town staff, issue a written communication to the Commissioner regarding the specific behavior that violates Town policy.

4. Allegations of Major Violations

If the reported violation is considered to be major, disciplinary action will be taken.

C. Disciplinary Action

1. Considerations in Determining Disciplinary Action

Disciplinary action may be imposed by the Council upon Commissioners who have violated the Council Code of Conduct Policy or any applicable laws. Disciplinary actions or sanctions are considered when a serious violation of Town policy has

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occurred by a Commissioner. In determining the type of sanction imposed, the following factors may be considered:

- a. Nature of the violation
- b. Prior violations by the same individual
- c. Other factors which bear upon the seriousness of the violation

2. Types of Sanctions

At the discretion of the Council, sanctions may be imposed for violating the Code of Conduct or engaging in other misconduct. These actions may be applied individually or in combination. They include, but are not limited to:

- a. *Written Communication* – In consultation with Town staff, the Mayor or his/her designee may provide a written communication to the Commissioner regarding the specific behavior that violates this policy.
- b. *Removal* – By a 3/5 vote the Town Council may remove the Commissioner for a violation of this policy.

APPROVED AS TO FORM:

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Gabrielle Whelan, Town Attorney